Scott. Cd II-27, New II-16—160,206—21-11-57.

EPH (195) Department.

Edn

M. SERIES.

No. 1895 Edn

Dated 2. 8. 61

[...tch Abstract.]

Education - CARE midday meal programme - Appointment of clearing Agent - Orders issued.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Departm

Agreements with ~~Ahmed & Co~~ Southern Roadways

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Depa
Ms.	2114	Edn.	29-8-61			
〃	146	Edn	25-1-63			
Ms	938	Edn	3665			
Ms.	1173	Edn.	19-7-68			
Ms	172	Edn	2.2.74			

Agreement with PMR Q Bus

Ms 6 Edn 3-1-73

EDUCATION DEPARTMENT

From
Sri N.D. Sundaravadivelu, M.A.L.T.,
Director of Public Instruction,
Madras-6.

To
The Secretary to Government,
Education and Public Health
Department, Madras-9.

-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-

64885

R.C. 15 SM/61 dated 4th July, 1961.

Sir,

Sub: Midday Meals Programme - Issue of Government Order exempting the commodities from Customs Duty.

--

According to the offer made by the CARE Organisation 18.75 million pounds of rice, 6.25 million pounds of milk powder, 3 million pounds of cooking oil and 3 million of cornmeal will be received in the course of the year. It is quite likely that out of 18.75 million pounds of rice promised a portion will be in the form of wheat. Unless Government issue an order thatthe ~~articles~~ articles on which customs duty is leviable are exempt from duty in view of the fact that they are free gifts given by the organisation for supply of schoolmeals to poor children of the State it will not be possible to remove the goods from the harbour. I, therefore, request that early orders of Government may kindly be issued exempting the articles from customs duty.

Yours faithfully,

S. Vadivelu

for Director of Public Instruction,

3 EDPH
G.6

W.O. No. 64885 E6/61.1 Edn
d/ 11.7.61

Dear Sri Vadivelu,

Sub: Mid-day meals programme
Exemption of Commodities
from Customs duty.
Ref: Dir's Lr. No. 1557/61
d/ 4.7.61

I enclose a copy of G.O. No 56 (IND), d/ 4.1.61. Kindly contact the Collector of Customs and ascertain the exact position regarding Customs duty and harbour

dues and send me a report.
Sri S. K. Bannerjee of CARE may also be consulted.

Y.S.

[illegible]
11.7.61

[illegible]
11/7

To
Mr. S. Udhivedi.
S.O. for S.M.P.
(Spec)

Rcd.
[illegible]
11/7/61

GOVERNMENT OF MADRAS.
ABSTRACT.

TRADE - Gifts of consumable stores to Individuals or charitable organisations in India - Grnt of exemption from customs duty - Authorities competent to issue certificates - Prescribed.

Department of Industries, Labour and Cooperation.

G.O.Ms.No.56(IND). Dated, 4th January, 1961.

Read:

From the Government of India, Ministry of Finance, letter No.10/152/60 Cus.V dated 18-8-60 and 12-9-60.
Government memorandum No.117008 JII/60 ILC dated 21-10-60.
From the Board of Revenue (CS)Letter 39169/D2/60 CS dated 14-12-60.

ORDER:

Under the procedure previously followed gifts of certain consumable stores, such as foodstuffs, medicines and clothing sent by Philanthropic individuals or organisations abroad to charitable organisations in India for free distribution to the poor and the needy without any distinction of caste, creed, or race were exempted from payment of customs duty by the Government of India on ad-hoc basis on merits. In order to simplify the procedure and to liberalise the concession further, the Government of India have now issued a notification under section 23 of the Sea Customs Act, 1878 exempting articles such as foodstuffs, medicines, clothing and blankets imported into the country by any charitable organisation or individual in India from the whole of the Customs duty leviable thereon. According to this notification, the concession is no longer restricted to imports made by charitable organisations and it will now be open to individuals doing charitable and relief work to claim the duty concession on fulfilling the required conditions. It is also no longer necessary for the recipients to approach the Government of India in the case of import of gift consignments intended for distribution to the poor and needy. Instead, they should approach the Collector of Customs of the port of import direct for the grant of the duty concession. The recipient of the above concession should produce to the Customs Collector the following certificates:

(1) A certificate from the State Government or the Union Administration concerned at the time of importation to the effect that the recipient is deserving of the duty concession.

(2) A certificate from the District Collector or his nominee regarding the proper distribution of the goods within a period of six months from the date of importation or such period as the Customs Collector may allow.

The Government of India have suggested that suitable arrangements may be made for the grant of the certificates mentioned above after such verification about the bona fides of the applicants as may be necessary and that necessary instructions may also be issued to the subordinate authorities concerned in the matter. They have also requested that the designation(s) of the officer(s) in this State who will be

p.t.o.

competent to issue certificates for the purpose may be intimated to the Collector of Customs or Collector of Central Excise concerned under intimation to them.

2. The Government of Madras accordingly, in consultation with the Board of Revenue (CS), nominate the Additional Secretary, Board of Revenue (Civil Supplies), Chepauk, Madras as the officer competent to issue certificates to the effect that the recipient organisation or individual is deserving of the duty concession. Copies of the certificates issued by the Additional Secretary, Board of Revenue (Civil Supplies) should be forwarded to the Collectors of the districts concerned. The Collectors or their nominees will issue the certificates regarding the proper distribution of goods in due course.

(BY ORDER OF THE GOVERNOR)

T.K. PALANIAPPAN,
Secretary to Government.

To the Board of Revenue (Civil Supplies), Madras-5.
" all Heads of Departments including Collectors.
Copy to the Departments of Secretariat (all sections)
Copy to the Collector of Customs Madras.
Copy to the Collector of Central Excise Madras.
Copy to the Government of India, Ministry of Finance
(Department of Revenue)

Forwarded/By Order.

V.M.4.1

SUPERINTENDENT. 7/1/61

7

DEPUTY SECRETARY TO GOVERNMENT
5 JUL 1961
EDUCATION AND PUBLIC HEALTH

EDUCATION DEPARTMENT

From
Sri N.D. Sundaravadivelu, M.A.L.T.,
Director of Public Instruction,
Madras-6.

To
The Secretary to Government,
Education and Public Health Dept.,
Madras-9.

-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c-c

R.C. 14SM/61 dated 4th July, 1961.

Sir,

Sub: Midday Meals Programme - Offer of aid by CARE Organisation - consignment of milk powder- Payment of harbour dues - Sanction - Requested.

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Eb
Put up today
5/7

Out of the 6.25 million pounds of milk powder offered as free gift by the CARE Organisation a consignment of 4.3 million pounds of milk powder is expected to arrive in Madras by the 20th July, 1961. Before the milk powder is removed from the harbour area it is necessary to pay the harbour dues. The dues will have to be paid at the rate of 40 np per ~~CWT.~~ cartons. 4.3 million pounds of milk powder works out to 80,000 ~~CWT.~~ cartons The harbour dues will therefore come to Rs. 32,000. I request that Government may sanction this amount. I request that early orders may kindly be issued in view of the short time at our disposal.

Yours faithfully,

S. Vadivelu

for Director of Public Instruction.

9

EPM
G

D.O. No 64991 E6/61-1 Edn of 6.7.61

Dear Sri. Vadivelu.

Sub: CRAE Programme - Payment of harbour dues.
Ref: Dir's letter No. 14 SM/61 of 4.7.61

You will recollect that I had asked you to find out from the handling agent (Sri Thomas & Co) whether he will pay the harbour dues and include the amount in his bill. Please let me know the position.

Y S.

To
Sri S. Vadivelu
BALS
S.O. for S.M.S.

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6 7 61

[illegible]
6/7

Despd.
7/7/61

EDUCATION DEPARTMENT

From
Sri N.D. Sundaravadivelu, M.A.L.T.,
Director of Public Instruction,
Madras-6.

To
The Secretary to Government,
Education and Public Health Dept.,
Fort St.George, Madras-9.

-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-v-

R.C.No. 17 -SM/61 dated 17-7-1961.

69684

Sir,

Sub: CARE Programme - Appointment of Clearing Agents.

--

Clearing Agents have a vital role to play in the 'CARE' Programme. They are responsible not only for the quick clearing of the gift articles from the harbour and transport to the city godowns but also for ensuring that there is no leakage and that the commodities reach the godowns undamaged. Sri S.K. Banerjee, Administrative Officer, CARE, New Delhi who is now in Madras is of the view that under the terms of agreement it will not be proper on the part of CARE to employ their own Clearing Agents for doing the work mentioned above and claim the cost thereof from Government. Government have, therefore, to appoint a Clearing Agent.

2) It is learnt that there are over 150 Clearing and Forwarding Agents in Madras City who can operate in the Harbour. But all and sundry cannot be appointed as Clearing Agents for the CARE commodities as, if anything goes wrong, the prestige of the State will suffer. The Chief Accounts Officer of Customs was contacted and he gave a list of 16 reputed clearing agents. Sealed tenders were called for from them for clearing the commodities from the harbour, transporting them to the city godowns, unloading and stacking them there. Only three firms, viz., Messrs. S. Natesa Iyer & Co., Messrs. M. Sherif & Sons and Messrs. A.M. Ahmed and Co., submitted tenders. Though they were asked to quote the rates separately for packages upto 60 lbs., packages over 60 lbs. and upto 110 lbs. and packages over 110 lbs., Messrs. M. Sherif & Sons have furnished the rates for one ton only and not separately for the three categories. The rates for the different categories have, however, been worked out and the competitive rates given by the three firms are furnished in a tabular form.**

3) None of the packages will weigh more than 110 lbs. Hence the rates for packages of over 110 lbs. may be ignored. It may be seen that the sum total of the rates of Messrs. A.M. Ahmed & Co., are the lowest, though the quotation of Messrs. M. Sherif & Sons for transporting to city godowns is lower than that of Messrs. A.M. Ahmed & Co. I request that the rates may be accepted and orders appointing them as clearing agents for CARE commodities may be issued.

4) Instruction 7 under Article 125 of Madras Financial Code Volume I refers only to calling for tenders for the supply of stores only. There is no rule in Madras Financial Code which enjoins the calling for tenders before entrusting the work relating to clearing and forwarding commodities received by ship . However, as the expenditure involved is large tenders were called for from reputed firms who can be relied upon to do the work efficiently and promptly. It was considered that the adoption of the open tender system was not ~~necessary~~ feasible in view of the ~~fact~~ short time at disposal and also in view of the fact that this work cannot be entrusted to any person who quotes lowest rates, in disregard of his standing and ability to render proper service.

PTO

5) I am enclosing a draft form of agreement that will have to be executed by the Clearing Agent. This is an adaptation of the form used by the Regional ~~Food~~ Director of Food, Southern Region, Madras. I request that this draft form may also be approved.

Yours faithfully,

S. Vadivelu

for DIRECTOR OF PUBLIC INSTRUCTION.

3/15

Approved

SERVICES	Weight of packages								
	Upto 60 lbs.			61 lbs to 110 lbs			110 lbs and above		
	S.Natesa Iyer & Co.	M.Sheriff and Sons	A.M. Ahmed & Co.	S.Natesa Iyer & Co.	M.Sheriff and Sons	A.M. Ahmed & Co.	S.Natesa Iyer & Co.	M.Sheriff & Sons.	A.M. Ahmed & Co.
	Rs.Np.	Rs.Np.	Rs.Np.	Rs. Np.	Rs.Np.	Rs.Np.	Rs.Np.	Rs.Np.	Rs.Np.
1. Loading into lorries or trucks in harbour	0-03	0-04	0-02	0-05	0-07	0-03	0-05	-	0-05
2. Transporting to City Godowns	0-23	0-12	0-15	0-42	0-22	0-27	0-42	-	0-37
3. Unloading at the City Godowns	0-03	0-04	0-02	0-05	0-07	0-03	0-05	-	0-05
4. Stacking the goods in the City Godowns	0-02	0-03	0-02	0-03	0-05	0-04	0-03	-	0-04
Total	0-31	0-23	0-21	0-55	0-41	0-37	0-55	-	0-51

S. Va[illegible]
17.7.61
For Director of Public Instruction.

This agreement made this.......................

one thousand nine hundred and sixty one between the Governor of Madras, hereinafter called the "Government"(which expression shall mean and include his successor or successors in office and assigns) acting through the Director of Public Instruction, Madras of the one part and ....carrying on business at Madras hereinafter called the "contractors" (which expression shall include their heirs, executors and administrators and their assigns) of the other part.

Whereas Government invited tenders and the contractors offered to undertake the work relating to the clearance and handling of all or any portion of the gift consignments arriving under the Agreement with CARE (hereinafter referred to as gifts) arriving by sea in steamer at Madras and despatched by railway wagons/trucks from the docks/warehouses and Government have accepted their offer on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

I. OBJECTS:- The contractors shall be responsible for carrying out efficiently, promptly and in a businesslike manner and in accordance with the instructions and directions issued to them by the Director of Public Instruction, Madras, or an officer acting on his behalf at Madras, all or any of the services detailed in clause IV.

II. PERIOD OF CONTRACT:- This agreement shall commence from .... and shall remain in force (unless terminated earlier as provided hereinafter) for a period of .... but the Government reserve the right of extending this period by a further period of upto one year on the same terms and conditions as herein mentioned and the right to exclude for the purpose of this agreement all or any of the consignments arriving at Madras during the last fifteen days of the original or extended period of this agreement. Government also reserve the right of terminating this agreement at any time and without assigning any reasons therefor,

by giving thirty days notice in writing to the contractors at their last known place of residence of their intention to do so, and the contractors shall not be entitled to any compensation for any loss, damage, or inconvenience occasioned to them by reason of such termination.

Note:- The Contractors shall complete the clearing and forwarding of gift consignments from any ships which serve notice of readiness or commence discharge on or before the date of expiry of the contract.

III. SUMMARY TERMINATION: In the event of the contractors going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this agreement, Government shall have the right to terminate the agreement forthwith, in addition to and without prejudice to, any other rights or remedies and without being liable in any manner for such termination. The Government will also be entitled to claim from the contractors any costs or expenses or losses that Government may incur by reason of any breach of the agreement or part of the agreement.

Government also reserve the right of revising any of the clause or clauses, part of a clause or clauses of the agreement during the currency of this agreement whenever considered necessary in consultation with the contractors. Government shall also have the right to appropriate the entire amount of security deposit or any part thereof in or towards the satisfaction of any sum due for any damage, loss, charges, expenses or costs.

IV. SERVICES TO BE PERFORMED BY THE CONTRACTORS.

The contractors shall render all or any of the services given below as directed from time to time by the Director of Public Instruction, Madras or any officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the Director of Public Instruction, Madras and are not inconsistent with these terms and conditions.

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i) The Contractors, on intimation being given to them by the Director of Public Instruction, Madras or an officer acting on his behalf, of the expected arrival of a steamer carrying Government gift parcels, shall promptly prepare and obtain clearance documents from the Port Trust authorities, Customs and Shipping companies concerned and take delivery of the gift parcels etc., from the steamer.

ii) If the papers in respect of any steamer which the contractors are expected to clear have not been forwarded to or received by the contractors, they shall prepare indemnity bonds and other documents necessary for immediate clearance. The costs of stamps, if any used on indemnity bonds or other small items of expenditure incidental to auxiliary services e.g., for shortlandings certificates, tallying certificates or amendment fees etc., which are payable either to port or/and Customs Authorities, will be paid in the first instance by the Contractors and later claimed from Government at actuals.

iii) The contractors shall watch the discharge of gift consignments from ships with a view to safeguard Government interests and shall stack in the shed/wharf or load direct into trucks/wagons the parcels, in accordance with the instructions of the ~~Regional~~ Director of Public Instruction, Madras or an officer acting on his behalf.

iv) The contractors shall sort out all damaged or leaking packages and carry out such repairs as may be necessary, before transporting them to the godowns.

v) The contractors shall also arrange to receive damaged or broken packages and stack them separately. They shall expeditiously arrange to have such packages surveyed by the Steamer Agents' surveyor and, in the event of Steamer Agents refusing to arrange for the survey, by the surveyor appointed by them (contractors) with the approval of the Director of Public Instruction, Madras or an officer acting on his behalf. The fees for survey when not carried out by steamer Agents surveyor will be paid in the first instance by the contractors and later recovered from Government.

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If any part of the cargo is found to be damaged in the ships and if the cargo is insured, the contractors shall immediately intimate the fact to the local representative of the Insurance Company concerned whose address can be obtained from the Office of the Director of Public Instruction, Madras and get the cargo surveyed in the former's presence and lodge necessary claims.

vi) The Contractors shall obtain from the ~~Regional~~ Director of Public Instruction, Madras or an officer acting on his behalf detailed particulars of the gift parcels to be despatched from different sheds/ships to various destinations/consignees/ godowns by Railwaywagons and/or motor trucks. They shall in accordance with these instructions load, the package at the Port Transit sheds/Government of Madras godowns on trucks or into Railway wagons with their labour and under their supervision.

vii) The contractors shall in respect of all wagons loaded by them at the port transit sheds/Government of Madras godowns prepare necessary forwarding notes, and other documents in accordance with the instructions from the Director of Public Instruction, Madras or an officer acting on his behalf, obtain clear Railway receipts and send them without delay to the recipients under advise to all concerned. If they find any difficulty in obtaining clear railway receipts they shall take up the matter with the railway authorities. Copies of all correspondence in the matter shall be sent by the Contractors to the Director of Public Instruction, Madras. They should also send telegraphic advices to the consignees of the despatch of parcels immediately on booking so that the consignees may take delivery on indemnity bond without incurring demurrage or wharfage charges even in case of delay in the receipt of railway receipt.

viii) The contractors shall transport the gift parcels loaded on the trucks at the port transit sheds to the ~~City~~ Government of Madras godowns in Madras in accordance with the instructions issued by the Director of Public Instruction, Madras or an officer acting on his behalf. They shall also transport damaged packages, after survey to Government of Madras godowns as directed by the Director of Public

If any part of the cargo is found to be damaged in the ships and if the cargo is insured, the contractors shall immediately intimate the fact to the local representative of the insurance Company concerned whose address can be obtained from the Office of the/Director of Public Instruction, Madras and get the cargo surveyed in the former's presence and lodge necessary claims.

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vii) The contractors shall in respect of all wagons loaded by them at the port transit sheds/Government of Madras godowns prepare necessary forwarding notes, and other documents in accordance with the instructions from the Director of Public Instruction, Madras or an officer acting on his behalf, obtain clear Railway receipts and send them without delay to the recipients under advice to all concerned. If they find any difficulty in obtaining clear railway receipts they shall take up the matter with the railway authorities. Copies of all correspondence in the matter shall be sent by the Contractors to the Director of Public Instruction, Madras. They should also send telegraphic advices to the consignees of the despatch of parcels immediately on booking so that the consignees may take delivery on indemnity bond without incurring demurrage or wharfage charges even in case of delay in the receipt of railway receipt.

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Instruction, Madras or an offlcer acting on his behalf.

Note:- ~~Thexgodownsxatxpresentxnx~~

(ix) The Contractors shall open the packages/cases/cartons etc., for examination by Customs authorities, the Drug Controller or any department of the Government of India whenever necessary. They shall also repack the same properly before transporting them to the Government of Madras godowns or despatching to recipients.

(x) The contractors when required shall collect gift parcels from the port transit sheds/and/or warehouses load them into trucks carry them to the railway booking centres, label them according to the requirements of the railways, book them as smalls, collect the railway receipt and forward them to consignees under intimation to all concerned. They should also send telegraphic advices to the consignees of the despatch of parcels immeidately on booking so that the consignees may take delivery on indemnity bond without incurring demurrage or wharfage charges even in case of delay in the receipt of railway receipts.

V. DUTIES AND RESPONSIBILITIES OF CONTRACTORS:

(a) The contractors shall keep in touch with local notifications regarding arrival of ships or by personal inquiry in the Madras Port Docks or with ships Agents and inform the Director of Public Instruction, Madras, of the arrival of stamers carrying gift parcels.

(b) The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to gift parcels during all operations from discharge from the ships till their despatch from docks by trucks or wagons. If any such wastage is noticed they shall promptly take up the matter with the authorities concerned and report the matter in writing to the Director of Public Instruction, Madras.

(c) The contractors shall commence clearance from the wharf/shed immediately after a steamer begins to discharge cargo and shall carry out all operations with maximum speed with a view

Instruction, Madras or an officer acting on his behalf.

Note:- xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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(c) The contractors shall commence clearance from the wharf/shed immediately after a steamer begins to discharge cargo and shall carry out all operations with maximum speed with a view

that the sheds are cleared of all the parcels within the free period allowed by the port.

(d) After a Steamer completes discharge of her cargo, the contractors shall furnish a certificate in the prescribed form, countersigned by the Master of the vessel that no gift parcels are left therein. They shall also check up bill of lading and take delivery of all other materials if any, which belong to Government.

(e) The Contractors shall clear and load or stack daily from each steamer the gift parcels discharged by the Stevedores daily. The contractors shall report all short landing, discharge of torn, broken, slack or damaged packages/cases/cartons/drums, etc., immediately to the Director of Public Instruction, Madras or any officer acting on his behalf and file claims, promptly within the prescribed time, in accordance with the terms of the bill of lading with copies to the Director of Public Instruction, Madras. If the bill of lading is not available with the contractors at the time of discharge of the vessel, the copies available with the stamer agents or the captain of the vessel shall be consulted for this purpose. The contractors shall be bound to make good to Government any loss arising from their failure to prefer claims within the time allowed.

(g) In case of excess landing, the contractors shall take up the matter with the Shipping Agents, obtain delivery orders and load the same on the trucks/wagons for transport to the godowns.

(h) The contractors shall engage competent and adequate staff in their office and at the docks to the satisfaction of the Director of Public Instruction, Madras, for ensuring efficient handling and supervision of gift packages etc., and furnishing correct information, statements and accounts. The contractors guarantee to provide the minimum staff considered necessary by the Director of Public Instruction, Madras and actually agreed to by the contractors and the Director of Public Instruction, Madras at the docks at each ship during the entire period of the discharge of gift parcels by the ship. The Director of Public Instruction, Madras shall have the right to ask for the dismissal of any employee of the contractors who is,

that the sheds are cleared of all the parcels within the free period allowed by the port.

(d) After a steamer completes discharge of her cargo, the contractors shall furnish a certificate in the prescribed form, countersigned by the master of the vessel that no gift parcels are left therein. They shall also check up bill of lading and take delivery of all other materials if any, which belong to Government.

(e) The Contractors shall clear and load or stack daily from each steamer the gift parcels discharged by the Stevedores daily. The contractors shall report all short landing, discharge of torn, broken, slack or damaged packages/cases/cartons/drums, etc., immediately to the Director of Public Instruction, Madras or any officer acting on his behalf and file claims, promptly within the prescribed time, in accordance with the terms of the bill of lading with copies to the Director of Public Instruction, Madras. If the bill of lading is not available with the contractors at the time of discharge of the vessel, the copies available with the steamer agents or the captain of the vessel shall be consulted for this purpose. The contractors shall be bound to make good to Government any loss arising from their failure to prefer claims within the time allowed.

(g) In case of excess landing, the contractors shall take up the matter with the Shipping Agents, obtain delivery orders and load the same on the trucks/wagons for transport to the godowns.

(h) The contractors shall engage competent and adequate staff in their office and at the docks to the satisfaction of the Director of Public Instruction, Madras, for ensuring efficient handling and supervision of gift packages etc., and furnishing correct information, statements and accounts. The contractors guarantee to provide the minimum staff considered necessary by the Director of Public Instruction, Madras and actually agreed to by the contractors and the Director of Public Instruction, Madras at the docks at each ship during the entire period of the discharge of gift parcels by the ship. The Director of Public Instruction, Madras shall have the right to ask for the dismissal of any employee of the contractors who is,

in his opinion, hampering the smooth running of clearance and transport work.

(i) The contractors shall, whenever required by the Director of Public Instruction, Madras, or an officer acting on his behalf attend to any or all of the items of services during night also. The contractors shall be responsible without any additional payment, for the loading of railway wagons at night whenever required by the Government. Loading on trucks shall not be carried on at night except with the specific permission of the Director of Public Instruction, Madras in writing.

(j) The contractors shall be responsible to provide sufficient number of trucks in accordance with the instructions, issued by the Director of Public Instruction, Madras or an officer acting on his behalf. If the contractors fail to supply the requisite number of trucks required for the movement of goods according to the instructions given to them by the Director of Public Instruction, Madras or an officer acting on his behalf, shall, without prejudice to any other rights or remedies of Government be at liberty to engage other lorries or give the transport work to other persons at the risk and cost of the contractors, who shall be liable to make good to Government all additional charges or expenses, costs or lossess that Government may incur or suffer thereby. The contractors shall, however not be entitled to any gain resulting from such entrustment of work to another party.

(k) The contractors shall be responsible for any demurrage or other charges that may accrue for payment to the Railways or Port Trust or any other party owing to the delay or failure on their part to provide trucks or carry out any of the services under this contract.

(l) The contractors shall be responsible for the safety of the goods and for the quantity despatched from the docks while the stocks are in transit in their trucks for delivering at the storage godowns in Madras or to recipients in Madras City. They shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit, unless otherwise decided

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by the Director of Public Instruction, Madras whose decision will be final.

(m) The contractors shall provide sufficient number of tarpaulins for each truck to cover the gift parcels during the rains and will be responsible if the gift parcels are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to make reasonable precautions. The decision of the Director of Public Instruction, Madras, in this matter will be final and binding on the contractors.

(n) The contractors shall advise the Director of Public Instruction, Madras the name of one or more responsible representatives who are authorised by them to act on their behalf in the day to day working of the agreement. It shall be the duty of these pepresentatives to call at the office of the Director of Public Instruction, Madras every day and generally to remain in touch with the Director of Public Instruction, Madras and his officers and to obtain and give information about the arrival of steamers, to report the progress of clearance, to receive instructions for movement and despatches of the gift consignements and in matters connected generally with this agreement. The contractors shall arrange to receive all communications intended to them by telephone and in writing at all hours of the day and also at night when the work is in progress.

(o) The contractors shall be bound to furnish to the ~~Regional~~ Director of Public Instruction, Madras, such accounts reports ~~xx~~ returns or statements regarding the work done under this agreement and at such intervals as may be required by the ~~Regional~~ Director of Public Instruction, Madras.

(p) The contractors shall abide by all the instrcutions that may be given to them from time to time by the Director of Public Instruction or such other officer as may be specified. They will always be bound to act with reasonable diligence and to use such skill as they possess and to make compensation to the Government in consequence of the neglect, want of skill or misconduct

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of themselves or their servants and agents.

(q) The Contractors shall provide their own planks and supporting husk bags to serve as ladders for the purpose of loading into wagons/trucks or stacking. No gift parcels will be used in this operation.

(r) The contractors shall be responsible for obtaining consignee's receipts in respect of all packages entrusted to them for carrying and for handing the receipt over the next day at the office of the ~~Assistant Director (Clearance), Madras Harbour~~ Special Officer for School Meals Programme, the officer acting on behalf of the Director of Public Instruction, Madras.

(s) The contractors shall strictly abide by all the rules and regulations of the Madras Port, railways and police authorities.

(t) The contractors shall if required have to open a current account with the Madras Port Trust as per the rules and regulations of the port Trust with a view to hire/like items loading planks, trolleys rope slings and similar equipments.

VI. QUANTITY OF GIFT CONSIGNMENTS TO BE HANDLED:

The Government does not guarantee the arrival or delivery of any quantity of gift consignments or any definite volume of work at any time or throguhout the period of agreement. No compensation shall be admissible to the contractors if for any reasons quantities of gift consignments specified in any programme issued under clause IV of the agreement are not available wholly or partly for handling on any day. The mere mention of any items of work in this agreement does not by itself confer a right on the contractors to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

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VII. ACCOUNTS

All accounts, papers and documents pertaining to the execution of this agreement shall be open for inspection audit and countersignature by government or any officer of the department authorised for this purpose including accounts and Audit Officers. The contractors shall be responsible for producing the same at such time and place as may be directed by the Director of Public Instruction, Madras or any officer acting on his behalf. The contractors shall be bound to furnish to the Government such accounts, returns or statements regarding the work done by them in such forms and at such intervals at their own expense as the Director of Public Instruction, Madras may prescribe.

VIII. FORCE MA JEURE, DELAYS, STRIKES, ETC.

(a) No failure omission to carryout /or observe any of the stipulations or conditions of this agreement shall give rise to any claim against either party or be deemed a breach of this agreement if the same shall arise from any of the following causes and render performance of the Agreement impossible viz., the act of God, the political or administrative act of any recognised or defect of Government, action of the enemies of the Union of India, Civil Commotion, eruptions and earthquakes, landslips and fire (not due to contractors' neglect)

(b) The contractors shall also not be responsible for delays in clearance which may arise on account of reasons beyond their contraol of which the Director of Public Instruction, Madras will be the final judge. Strikes by contractors' labour on account of any disputes between the contractors and their labour as to wages or otherwise will not be deemed to be a reason beyond the contractors' control and the contractors shall be responsible for any loss or damage which Government may suffer on this account.

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IX ~~XI~~. SECURITY DEPOSIT.

The contractors have furnished, as security for the amount of Rs........................... in the form of . .. . for due performance of the work specified in this agreement and for carrying out the terms and conditions thereof. Government shall be at liberty to reimburse themselves therefrom any damages, losses, charges, costs, or/expenses suffered or insured by them due to contractors' negligence and unworkmanlike performance of any service under this contract or breach of any terms of the agreement. The decision of the Director of Public Instruction, Madras shall in this respect be final and binding on the contractors. The security deposit or such part thereof as has not been used as aforesaid will be refunded on satisfactory completion of the contract by the contractors and their submitting a "NO DEMAND" certificate. Government will not be liable for payment of any interest on the security deposit or any depreciation thereof. Whenever the security deposit falls short of Rs............. the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be be low Rs. 2000/- . . . . .

X ~~XII~~. FORFEITURE OF SECURITY.

In the event of any breach of any of the terms and conditions of this agreement, the Government shall have (without prejudice to other rights and remedies) the right to terminate the contract forthwith and/or forfeit the entire amount of security deposit lodged by the Contractors or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or costs that may be suffered or incurred by Government due

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to the Contractors' negligence or unworkmanlike performance of any service under the agreement. In the event of the security being insufficient or if the security has been wholly forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this or any other contract with the Govt. Should this sum also be not sufficient to cover the full amount recoverable, the contractors shall pay the Government on demand the remaining balance due.

XI. SUBLETTING OF THE CONTRACT.

The contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Government.

XII. CONSTITUTION OF THE CONTRACTORS.

It is agreed that no change in the constitution of the firm will be made without the prior approval of the Government in writing.

XIII. RELATIONSHIP WITH THIRD PARTIES.

All transactions between the contractors and third parties shall be carried out as between two principals without recourse in any event, to the Government. The contractors hereby also undertake to make the third parties fully aware in writing of the position aforesaid.

XVI. LIABILITY FOR PERSONNEL:

All personnel employed by the contractors shall be engaged by them as their own servants in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act or any statutory modification or any reenactment thereof in respect of all such personnel shall be that of the contractors. The contractors hereby agree to indemnify the Government against all claims ~~whatever~~ whatsoever in respect of the said personnel.

XVII. ADDITIONAL SERVICES:

If the contractors are required to perform any services in addition to those specifically provided in the contract, the contractors' remuneration for the same will be fixed by mutual agreement. In case no agreement is arrived at the matter shall be referred to Arbitration as specified in clause XVIII of this Agreement.

XVIII. ARBITRATION:

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person nominated by the Secretary to Govt. ~~of the Ministry of the Govt. of~~ ....

It will be no objection to any such appointment that the person appointed is a Government servant, that he has to deal with the matters to which the Agreement relates, and that in the course of his duties as such Government servant he has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties, to this agreement. It is a term of this agreement that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his

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It will be no objection to any such appointment that the person appointed is a Government servant, that he has to deal with the matters to which the Agreement relates, and that in the course of his duties as such Government servant he has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties, to this agreement. It is a term of this agreement that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his

his office or being unable to act for any reason, such Secretary or administrative head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this agreement that no person other than a person nominated by the Secretary or administrative head ~~of the~~ as aforesaid should act as Arbitrator and, if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

Subject as aforesaid, the Arbitration Act, 1940, shall apply to the Arbitration proceedings under this clause.

In WITNESS WHEREOF the Director of Public Instruction, Madras, hath for and on behalf of the Governor of Madras and the Contractors have set their respective hands hereto the date and year first above written.

EDUCATION DEPARTMENT

From
Sri N.D. Sundaravadivelu, M.A.L.T.,
Director of Public Instruction,
Madras-6.

To
The Secretary to Government,
Education and Public Health Dept.,
Madras.

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R.C. 17 SM/61 Dated 18th July, 1961.

Sir,

Sub: CARE Programme - Appointment of Clearing Agents.

In continuation of my letter Rc.No. 17 SM/61 dated 17-7-1961 I have to state that the names of the sixteen reputed Clearing Agents furnished by the Chief Accounts Officer of the Customs, Madras are given below:

1. M/s. Best & Co., Private Ltd.,
   13/15, First Line Beach, Madras-1.
2. M/s. Gordon Woodroffe (Madras) Private Ltd.,
   1/211, North Beach Road, Madras-1.
3. M/s. C.M. Govas & Sons,
   No.3, Kondi Chetty Street, Madras-1.
4. The International Clearing and Shipping agencies,
   20B, Second Line Beach, Madras-1.
5. M/s. Parry & Co., Madras-1.
6. M/s. Natesa Iyer & Co.,
   35/37, Thambu Chetty Street, Madras-1.
7. M/s. M. Sherif & Sons,
   34, Second Line Beach, Madras-1.
8. M/s. Spencer & Co.,
   Mount Road, Madras-2.
9. M/s. A.P. Srinivasan,
   32, North Beach Road, Madras-1.
10. M/s. South India Corporation Agencies Private Ltd.,
    80, North Beach Road, Madras-1.
11. M/s. Sugesan & Co., Private Ltd.,
    22, North Beach Road, Madras-1.
12. M/s. Bombay Co., Private Ltd.,
    169, Broadway, Madras-1.
13. M/s. Ramabrahmam & Sons,
    31A, North Beach Road, Madras-1.
14. M/s. Vijaya Agencies,
    76, Acharappan Street, Madras-1.
15. Sri Rama Vilas Services Private Ltd.,
    Mount Road, Madras-2.
16. M/s. A.M. Ahmed & Co.,
    Linghi Chetty Street, Madras-1.

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They were requested to submit tenders for clearing the CARE commodities from the harbour, transporting them to the City Godowns and stacking them there, in this office Rc.No. 17 SM/61 dated 6-7-1961. The communication calling for tenders was delivered to each of the firms on 7-7-1961 and acknowledgements obtained. The acknowledgements have been filed in this office. It was stated in the communication calling for tenders that the tenders should be submitted so as to be received by the Special Officer for School Meals Programme not later than 4-00 P.M. on 12th July, 1961. Tenders were received only from M/s. S. Natesa Iyer & Co., M/s. M. Sheriff & Sons and M/s. A.M. Ahmed & Co. No tenders were received from others even after that date.

In this connection I may state that as already pointed out in my Note on the Scheme of Distribution M/s. Ahmed & Co., are the Clearing Agents for CARE in Madras and for the Regional Director of Food, Southern Region, Madras for gift articles. It has been ascertained that they are performing the duties entrusted to them satisfactorily.

Yours faithfully,

S. Vadivelu

for Director of Public Instruction.

By Spl. Messenger

~~25~~ 49

S.Guhan, I.A.S.
Deputy Secretary to Government
****

Dated: the 19th July,1961

Education and Public Health Department
D.O.No. 69684 /E6/61-1 Education

My dear Vadivelu,

Sub: CARE programme-Appointment of clearing agents

Ref: 1) Rc.No.17/SM/61 dated 17-7-61
2) Rc.No.17/SM/61 dated 18-7-61

There is no information on the following most important points in both your references cited. Will you please clarify?

(i) It is presumed that it is proposed to entrust only the clearance of the first consignment of milk powder to Messrs.A.M.Ahmed and Co.

(ii) Should not the schedule of rates be incorporated in the agreement itself?

(iii) What should be the period of contract? if (a) the agreement is only for the first consignment of milk powder and (b) if it is to extend for the second consignment also?

(iv) Under item IX "Security Deposit", you should say what is the security deposit proposed to be demanded from the contractors and what is the minimum amount which it should not fall short of. This has to be fixed considering the value of the goods that would be handled by Messrs. Ahmed and Co. The Regional Director of Food may also be consulted on how these amounts are to be arrived at.

(v) What is the total financial implication in this contract?

2. I hope to have your reply in two days.

Yours sincerely,

O/c 19/7
(S.GUHAN)

Sri S.Vadivelu,
Special Officer for School Meals Programme,
Office of the Director of Public Instruction,
Madras-6.

S. Vadivelu,B.A.L.T.,
Special Officer for School Meals Programme.

Office of the
DIRECTOR OF PUBLIC INSTRUCTION,MADRAS

D.O. No. 17 SM/61 Dated 22nd July,1961.

Dear Sir,

Sub: CARE Programme - Appointment of Clearing Agents.
Ref: Govt.D.O.No. 69684/E6/61-1 Edn., dt.19.7;1961.

With reference to your D.O. cited I submit the following:

(1) When tenders were called for the tenderers were requested to quote their rates for all the commodities and not for milkpowder alone. The three tenderers have quoted the rates without specifying the commodity. If, however, it is felt that M/s. A.M. Ahmed & Co., should be entrusted only with the first consignment of milkpowder it may be done so.

(2) The schedule of rates should be incorporated in the agreement itself. A seprate paragraph "Remuneration" may be inserted after paragraph VI "Quantity of Gift consignments to be handled" and it may be numbered as para VII. The paragraph may run thus:

"The contractors shall be paid remuneration in respect of services performed by them in the clearance and handling of gift consignments arriving at the port of Madras at the following rates.

Services	Rates per package each package weighing		
	Upto 60 lbs.	Above 60 lbs upto 110 lbs.	Above 110 lbs.
	Rs. Np.	Rs. Np.	Rs. Np.
1. Loading into wagons or trucks in Harbour/ Salt cotaurs/Egmore or from the city godowns.	0 02	0 03	0 05
2. Unloading goods in Harbour Godowns or City godowns/Salt Cotaurs/Egmore.	0 02	0 03	0 05
3. Transporting to Egmore or Salt Cotaurs.	0 20	0 32	0 38
4. Transporting to City godowns within a limit of 5 miles from harbour.	0 15	0 27	0 37
5. Transporting to harbour godown	0 12	0 20	0 23

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S. Vadivelu,B.A.L.T.,
Special Officer for School Meals Programme.

Office of the
DIRECTOR OF PUBLIC INSTRUCTION,MADRAS

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	Rs. Np.	Rs. Np.	Rs. Np.
1. Loading into wagons or trucks in Harbour/Salt cotaurs/Egmore or from the city godowns.	0 02	0 03	0 03
2. Unloading goods in Harbour Godowns or City godowns/Salt Cotaurs/Egmore.	0 02	0 03	0 03
3. Transporting to Egmore or Salt Cotaurs.	0 20	0 32	0 38
4. Transporting to City godowns within a limit of 5 miles from harbour.	0 15	0 27	0 37
5. Transporting to harbour godown	0 12	0 20	0 23

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6. Stacking the goods in harbour godown or city godown.	0 02	0 04	0 04

Notes: 1. The above remuneration includes(i) the remuneration for other auxiliary or incidental services such as documentation, repacking obtaining clearance documents etc., etc., and (ii) the cost of material etc., for mending or repacking packages if and when required.

2. The weights of the parcels for purposes of payment are to be calculated on the basis of the relevant bill of lading weight.

3. No compensation shall be made admissible to the transport contractor in respect of detention of trucks at docks/depots, or any other places unless such detention be of an extraordinary kind and the decision of the Director of Public Instruction, Madras, on all such claims shall be final both as regards the admissibility and the amount if any of the compensation.

(3) The following paragraph "Payments" may be added and numbered as paragraph VIII, the succeeding paragraphs being renumbered as IX, X, XI, XII, XIII, XIV, XV, XVI, XVII and XVIII.

VIII. PAYMENTS

(a) Payment in respect of gift parcels cleared from a ship will be made by the Director of Public Instruction, Madras against bills submitted with particulars of name of the ship, details of the cargo brought and Bill of Lading weight, supported by prticulars of despatches in respect of the packages cleared and a certificate that the ship has completed discharge of all gift parcels the cargo has been cleared in full from the docks and Bill of entry has been presented to the Customs authorities.

(b) Payments will be made on the basis of the Bill of Lading weight of the gift parcels.

(c) Payment of transport charges will be made on submission of bills supported by consignee receipts for gift parcels carried by the contractors.

(4) The period of contract may be one month if it be only for the first consignment of milk powder. According to the agreement Government reserve the right of extending this period by a further period of upto one year on the same terms and conditions as herein mentioned. If the contract should extend to the second consignment also the period of contract may be one year.

(5) The Deputy Director of Food(Storage) was consulted regarding "Security Deposit". He said that the Security Deposit should be fixed with reference to the remuneration payable to the Contractors for services rendered. It is usually fixed at 5% of the remuneration. If the agreement is only for the first consignment the cost of clearing the milk powder from the Harbour and stacking them in the City godowns will be Rs.16,700/- (vide letter Rc.No. 717SM/61 dated 18-7-1961). 20% of this amount works out to Rs.835/-. Any how a Security Deposit of Rs.2000/- may be demanded. Even if the agreement were to extend for the second

6. Stacking the goods in harbour godown or city godown.	0 02	0 04	0 04

- -

Notes: 1. The above remuneration includes (i) the remuneration for other auxiliary or incidental services such as documentation, repacking obtaining clearance documents etc., etc., and (ii) the cost of material etc., for mending or repacking packages if and when required.

2. The weights of the parcels for purposes of payment are to be calculated on the basis of the relevant bill of lading weight.

3. No compensation shall be made admissible to the transport contractor in respect of detention of trucks at docks/depots, or any other places unless such detention be of an extraordinary kind and the decision of the Director of Public Instruction, Madras, on all such claims shall be final both as regards the admissibility and the amount if any of the compensation.

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consignment also this amount will suffice as the contractors would have performed the duties assigned to them in respect of the first consignment before the second consignment arrives.

(6) The total financial implication in the contract will be as follows:

(a) For first consignment of milk powder only:

The No. of packages of 54 lbs. each for 4.3 million will be 79630

The remuneration payable for each package for loading into the lorry at the harbour transporting to the City Godowns, unloading there and stacking is Re.0.21(0.02 plus 0.15 plus 0.02 plus 0.02)
Remuneration for 79630 packages is Rs. 16,722.30 or Rs. 16,700/-

(b) For both the consignments

The No. of packages of 54 lbs. each for 6.25 million pounds will be 1,16,000

The remuneration payable is Rs. 24,360 or Rs. 24,400/-

Yours sincerely,
S. Vadivelu

To
Sri S. Guhan, I.A.S.,
Dy. Secretary to Government,
Education and Public Health Department,
Madras.

only so much?
30/7/6

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Yours sincerely,

To
Sri S. Guhan, I.A.S.,
Dy. Secretary to Government,
Education and Public Health Department,
Madras.

1-3T 57 75417

S. Vadivelu, B.A.L.T.,
Special Officer for School Meals Programme.

Office of the
Director of Public Instruction, Madras.

D.O.No. 17 SM/61 Dated 25th July, 1961.

Dear Sir,

Sub: CARE Programme - Appointment of Clearing Agents.

--

In continuation of my D.O.No. 17 SM/61 dated 22nd July, 1961 I am submitting herewith a copy of the revised/draft agreement.

Yours sincerely,

S. Vadivelu

(S. Vadivelu)

To
Sri S. Guhan, I.A.S.,
Deputy Secretary to Government,
Education and Public Health Department,
Madras-9.

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This agreement made this......................

one thousand nine hundred and sixty one between the Governor of Madras, ~~hereinafter called the "Government"~~ (which expression shall ~~mean and~~ include his successor or successors in office and assigns) ~~acting through the Director of Public Instruction, Madras~~ of the one part and ....carrying on business at Madras hereinafter called the "contractors" (which expression shall include their heirs, executors, ~~and~~ administrators and their assigns) of the other part.

Whereas Government invited tenders and the contracters offered to undertake the work relating to the clearance and handling of all or any portion of the gift consignments arriving under the Agreement with CARE (hereinafter referred to as gifts) arriving by sea in steamer at Madras and despatched by railway wagons/trucks from the docks/warehouses and Government have accepted their offer on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

I. OBJECTS:- The contractors shall be responsible for carrying out efficiently, promptly and in a businesslike manner and in accordance with the instructions and directions issued to them by the Director of Public Instruction, Madras, or an officer acting on his behalf at Madras, all or any of the services detailed in clause IV.

II. PERIOD OF CONTRACT:- This agreement shall commence from the............... and shall remain in force (unless terminated earlier as provided hereinafter) for a period of .... but the Government reserve the right of extending this period ~~by a further period of upto~~ one year on the same terms and conditions as herein mentioned and the right to exclude for the purpose of this agreement all or any of the consignments arriving at Madras during the last fifteen days of the original or extended period of this agreement. Government also reserve the right of terminating this agreement at any time and without assigning any reasons therefor,

by giving thirty days notice in writing to the contractors at their last known place of residence of their intention to do so, and the contractors shall not be entitled to any compensation for any loss, damage, or inconvenience occasioned to them by reason of such termination.

Note:- The Contractors shall complete the clearing and forwarding of gift consignments from any ships which serve notice of readiness or commence discharge on or before the date of expiry of the contract.

III. SUMMARY TERMINATION: In the event of the contractors going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this agreement, Government shall have the right to terminate the agreement forthwith, in addition to and without prejudice to, any other rights or remedies and without being liable in any manner for such termination. The Government ~~will~~ shall also be entitled to claim from the contractors any costs or expenses or losses that Government may incur by reason of any breach of the agreement or part of the agreement.

Government also reserve the right of revising any of the clause or clauses, part of a clause or clauses of the agreement during the currency of this agreement whenever considered necessary ~~in consultation~~ with the consent of the contractors. Government shall also have right to appropriate the entire amount of security deposit or any part thereof in or towards the satisfaction of any sum due for any damage, loss, charges, expenses or costs.

IV. SERVICES TO BE PERFORMED BY THE CONTRACTORS.

The contractors shall render all or any of the services given below as directed from time to time by the Director of Public Instruction, Madras or any officer acting on his behalf together with such auxiliary and incidental duties, services and operations as may be indicated by the Director of Public Instruction, Madras and are not inconsistent with these terms and conditions.

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(i) The Contractors, on intimation being given to them by the Director of Public Instruction, Madras or an officer acting on his behalf, of the expected arrival of a steamer carrying Government gift parcels, shall promptly prepare and obtain clearance documents from the port Trust authorities, Customs and Shipping companies concerned and take delivery of the gift parcels etc., from the steamer.

(ii) If the papers in respect of any steamer which the contractors are expected to clear have not been forwarded to or received by the contractors, they shall prepare indemnity bonds and other documents necessary for immediate clearance. The costs of stamps, if any used on indemnity bonds or other small items of expenditure incidental to auxiliary services e.g., for shortlandings certificates, tallying certificates or amendment fees etc., which are payable either to port or/and Customs Authorities, will be paid in the first instance by the Contractors and ~~later claimed from~~ (such payments shall be reimbursed by the) Government ~~at actuals~~.

(iii) The contractors shall watch the discharge of gift consignments from ships with a view to safeguard Government interests and shall stack in the shed/wharf or load direct into trucks/wagons the parcels, in accordance with the instructions of the ~~Regional~~ Director of Public Instruction, Madras or an officer acting on his behalf.

(iv) The contractors shall sort out all damaged or leaking packages and carry out such repairs as may be necessary, before trnasporting them to the godowns.

(v) The contractors shall also arrange to receive damaged or broken packages and stack them separately. They shall expeditiously arrange to have such packages surveyed by the Steamer Agents' surveyor and, in the event of Steamer Agents refusing to arrange for the survey, by the surveyor appointed by them(contractors) with the approval of the Director of Public Instruction, Madras or any officer acting on his behalf. The fees for survey when not carried out by steamer Agents surveyor ~~will~~ shall be paid in the first instance by the contractors and later recovered from Government.

If any part of the cargo is found to be damaged in the ships and if the cargo is insured, the contractors shall immediately intimate the fact to the local representative of the Insurance Company concerned whose address can be obtained from the Office of the Director of Public Instruction, Madras and get the cargo surveyed in the former's presence and lodge necessary claims.

(vi) ~~iv)~~ The Contractors shall obtain from the ~~Regional~~ Director of Public Instruction, Madras or any officer acting on his behalf detailed particulars of the gift parcels to be despatched from different sheds/ships to various destinations/consignees/ godowns by Railway wagons and/or motor trucks. They shall in accordance with these instructions load, the package at the Port Transit sheds/Government of Madras godowns on trucks or into Railway wagons with their labour and under their supervision.

(vii) The contractors shall in respect of all wagons loaded by them at the port transit sheds/Government of Madras godowns prepare necessary forwarding notes, and other documents in accordance with the instructions from the Director of Public Instruction, Madras or any officer acting on his behalf, obtain clear Railway receipt and send them without delay to the recipients under advice to all concerned. If they find any difficulty in obtaining clear railway receipts they shall take up the matter with the railway authorities. Copies of all correspondence in the matter shall be sent by the Contractors to the Director of Public Instruction, Madras. They ~~should~~ shall also send telegraphic advices to the consignees of the despatch of parcels immediately on booking so that the consignees may take delivery on indemnity bond without incurring demurrage or wharfage charges even in case of delay in the receipt of railway receipt.

(viii) The contractors shall transport the gift parcels loaded on the trucks at the port transit sheds to the ~~City~~ Govt. of Madras godowns in Madras in accordance with the instructions issued by the Director of Public Instruction, Madras or any officer acting on his behalf. They shall also transport damaged packages, after survey to Government of Madras godowns as directed by the Director of Public

Instruction, Madras or any officer acting on his behalf.

~~Note:-~~

(ix) The Contractors shall open the packages/cases/cartons etc., for examination by Customs authorities, the Drug Controller or any department of the Government of India whenever necessary. They shall also repack the same properly before transporting them to the Government of Madras godowns or despatching them to recipients.

(x) The contractors when required shall collect gift parcels from the port transit sheds/and/or warehouses load them into trucks carry them to the railway booking centres, label them according to the requirements of the railways, book them as parcels or packages, collect the railway receipt and forward them to consignees under intimation to all concerned. They shall also send telegraphic advices to the consignees of the despatch of parcels immediately on booking so that the consignees may take delivery on indemnity bond without incurring demurrage or wharfage charges even in case of delay in the receipt of railway receipts.

V. DUTIES AND RESPONSIBILITIES OF CONTRACTORS:

(a) The contractors shall keep in touch with local notifications regarding arrival of ships or by personal inquiry in the Madras Port Docks or with ships Agents and inform the Director of Public Instruction, Madras, of the arrival of steamers carrying gift parcels.

(b) The contractors shall take adequate steps and necessary precautions to avoid wastage and damage to gift parcels during all operations from discharge from the ships till their despatch from docks by trucks or wagons. If any such wastage is noticed they shall promptly take up the matter with the authorities concerned and report the matter in writing to the Director of Public Instruction, Madras.

(c) The contractors shall commence clearance from the wharf/shed immediately after a steamer begins to discharge cargo and shall carry out all operations with maximum speed with a view

that the sheds are cleared of all the parcels within the free period allowed by the port.

(d) After a Steamer completes discharge of her cargo, the contractors shall furnish a certificate in the prescribed form, countersigned by the Master of the vessel that no gift parcels are left therein. They shall also check up bill of lading and take delivery of all other material if any, which belong to Government.

(e) The Contractors shall clear and load or stack daily from each steamer the gift parcels discharged by the Stevedores daily. The contractors shall report all short landing, discharge of torn, broken, slack or damaged packages/cases/cartons/drums, etc., immediately to the Director of Public Instruction, Madras or any officer acting on his behalf and file claims, promptly within the prescribed time, in accordance with the terms of the bill of lading with copies to the Director of Public Instruction, Madras. If the bill of lading is not available with the contractors at the time of discharge of the vessel, the copies available with the steamer agents or the captain of the vessel shall be consulted for this purpose. The contractors shall be bound to make good to Government any loss arising from their failure to prefer claims within the time allowed.

(f) In case of excess landing, the contractors shall take up the matter with the Shipping Agents, obtain delivery orders and load the same on the trucks/wagons for transport to the godowns.

(g) The contractors shall engage competent and adequate staff in their office and at the docks to the satisfaction of the Director of Public Instruction, Madras, for ensuring efficient handling and supervision of gift packages etc., and furnishing correct information, statements and accounts. The contractors guarantee to provide the minimum staff considered necessary by the Director of Public Instruction, Madras and actually agreed to by the contractors and the Director of Public Instruction, Madras at the docks at each ship during the entire period of the discharge of gift parcels by the ship. The Director of Public Instruction, Madras shall have the right to ask for the dismissal of any employee of the contractors who is

in his opinion, hampering the smooth running of clearance and transport work.

(h) The contractors shall, whenever required by the Director of Public Instruction, Madras, or an officer acting on his behalf attend to any or all of the items of services during night also. The contractors shall be responsible without any additional payment, for the loading of railway wagons at night whenever required by the Government. Loading on trucks shall not be carried on at night except with the specific permission of the Director of Public Instruction, Madras in writing.

(i) The contractors shall be responsible to provide sufficient number of trucks in accordance with the instructions, issued by the Director of Public Instruction, Madras or an officer acting on his behalf. If the contractors fail to supply the requisite number of trucks required for the movement of goods according to the instructions given to them by the Director of Public Instruction, Madras or an officer acting on his behalf, shall, without prejudice to any other rights or remedies of Government be at liberty to engage other lorries or give the transport work to other persons at the risk and cost of the contractors, who shall be liable to make good to Government all additional charges or expenses, costs or losses that Government may incur or suffer thereby. The contractors shall, however not be entitled to any gain resulting from such entrustment of work to another party.

(j) The contractors shall be responsible for any demurrage or other charges that may accrue for payment to the Railways or Port Trust or any other party owing to the delay or failure on their part to provide trucks or carry out any of the services under this contract.

(k) The contractors shall be responsible for the safety of the goods and for the quantity despatched from the docks while the stocks are in transit in their trucks for delivering at the storage godowns in Madras or to recipients in Madras City. They shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit, unless otherwise decided

by the Director of Public Instruction, Madras whose decision shall be final.

(l) The contractors shall provide sufficient number of tarpaulins for each truck to cover the gift parcels during the rains and will be responsible if the gift parcels are damaged by rain through their (contractors) failure to supply adequate number of tarpaulins or to make reasonable precautions. The decision of the Director of Public Instruction, Madras, in this matter shall be final and binding on the contractors.

(m) The contractors shall advise the Director of Public Instruction, Madras the name of one or more responsible representatives who are authorised by them to act on their behalf in the day to day working of the agreement. It shall be the duty of these representatives to call at the office of the Director of Public Instruction, Madras every day and generally to remain in touch with the Director of Public Instruction, Madras and his officers and to obtain and give information about the arrival of steamers, to report the progress of clearance, to receive instructions for movement and despatches of the gift consignements and in matters connected generally with this agreement. The contractors shall arrange to receive all communications intended to them by telephone and in writing at all hours of the day and also at night when the work is in progress.

(n) The contractors shall be bound to furnish to the Director of Public Instruction, Madras, such accounts reports returns or statements regarding the work done under this agreement and at such intervals as may be required by the Director of Public Instruction, Madras.

(o) The contractors shall abide by all the instrcutions that may be given to them from time to time by the Director of Public Instruction or such other officer as may be specified. They shall always be bound to act with reasonable diligence and to use such skill as may be necessary and to make compensation to the Government in consequence of the neglect, want of skill or misconduct

of themselves or their servants and ag[...]

(p) The Contractors shall provide their own planks and supporting husk bags to serve as ladders for the purpose of loading into wagons/trucks or stacking. No gift parcels will be used in this operation.

(q) The contractors shall be responsible for obtaining consignee's receipts in respect of all packages entrusted to them for carrying and for handing the receipt over the next day at the office of the ~~Assistant Director (Clearance), Madras Harbour,~~ Special Officer for School Meals Programme or any other ~~the~~ officer ~~acting on behalf of the Director of Public Instruction, Madras.~~ as may be directed by

(r) The contractors shall strictly abide by all the rules and regulations of the Madras Port, railways and police authorities.

(s) The contractors shall if required have to open a current account with the Madras Port Trust as per the rules and regulations of the port Trust with a view to hire/like items loading planks, trolleys, rope slings and similar equipments.

VI. QUANTITY OF GIFT CONSIGNMENTS TO BE HANDLED:

The Government does not guarantee the arrival delivery of any quantity of gift consignments or any def[...] volume of work at any time or throguhout the period of [...] agreement. No compensation shall be admissible to the contractors if for any reasons quantities of gift cons[...]ments specified in any programme issued under clause [...] of the agreement are not available wholly or partly [...] handling on any day. The mere mention of any items [...] work in this agreement does not by itself confer a [...] on the contractors to demand that the work relatin[...] all or any item thereof should necessarily or excl[...] be entrusted to them.

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VII. REMUNERATION.

The contractors shall be paid remuneration in respect of services performed by them in the clearance and handling of gift consignments arriving at the port of Madras at the following rates.

Services.	Rates per package each package weighing upto 60 lbs.	Above 60 lbs upto 110 lbs.	Above 110 lb
	Rs.Np.	Rs. Np.	Rs.N
1. Loading into wagons or trucks in Harbour/ Salt cotaurs/Egmore or from the city godowns.	0-02	0-03	0-05
2. Unloading goods in Harbour Godowns or City godowns/Salt cotaurs/Egmore.	0-02	0-03	0-0
3. Transporting to Egmore or Salt Cotaurs.	0-20	0-32	0-3
4. Transporting to city godowns within a limit of 5 miles from harbour.	0-15	0-27	0-3
5. Transporting to harbour godown.	0-12	0-20	0-
6. Stacking the goods in harbour godown or city godown.	0-02	0-04	0-

Note:- 1. The above remuneration includes (1) the remune for other auxiliary or incidental services suc documentation, repacking, obtaining clearanc ments etc., ~~etc.,~~) and (ii) the cost of ma etc., for mending or repacking packages if required.

2. The weights of the parcels for purposes (are to be calculated on the basis of the bill of lading weight.

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(b) Payments ~~will~~ shall be made on the basis of the Bill of Lading ~~wimhgt-e-~~ weight of the gift parcels.

(c) Payment of transport charges ~~will~~ shall be made on submission of bills supported by consignee receip for gift parcels carried by the contractors.

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(b) Payments will be made on the basis of the Bill of Lading weight of the gift parcels.

(c) Payment of transport charges will be made on submission of bills supported by consignees receipt for gift parcels carried by the contractors.

IX. ACCOUNTS

All accounts, papers and documents pertaining to the execution of this agreement shall be open for inspection audit and countersignature by government or any officer of the department authorised for this purpose including accounts and Audit Officers. The contractors shall be responsible for producing the same at such time and place as may be directed by the Director of Public Instruction, Madras or any officer acting on his behalf. The contractors shall be bound to furnish to the Government such accounts, returns or statements regarding the work done by them in such forms and at such intervals at their own expense as the Director of Public Instruction, Madras may prescribe.

X. FORCE MA JEURE, DELAYS, STRIKES, ETC.

(a) No failure omission to carryout /or observe any of the stipulations or conditions of this agreement shall give rise to any claim against either party or be deemed a breach of this agreement if the same shall arise from any of the following causes and render performance of the Agreement impossible viz., the act of God, the political or administrative act of any recognised or defect Government, action of the enemies of the Union of India, Civil Commotion, eruptions and earthquakes, landslips and fire (not due to contractors' neglect)

(b) The contractors shall also not be responsible for delays in clearance which may arise on account of reasons beyond their control of which the Director of Public Instruction, Madras will be the final judge. Strikes by contractors' labour on account of any disputes between the contractors and their labour as to wages or otherwise will not be deemed to be a reason beyond the contractors' control and the contractors shall be responsible for any loss or damage which Government may suffer on this account.

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XI. SECURITY DEPOSIT.

The contractors have furnished, as security for the amount of Rs.2000/-.(Rs. Two thousand only) in the form of

for due performance of the work specified in this agreement and for carrying out the terms and conditions thereof. Government shall be at liberty to reimburse themselves therefrom any damages, losses, charges, costs, or/expenses suffered or incurred by them due to contractors' negligence and unworkmanlike performance of any service under this contract or breach of any terms of the agreement. The decision of the Director of Public Instruction, Madras shall in this respect be final and binding on the contractors. The security deposit or such part thereof as has not been used as aforesaid will be refunded on satisfactory completion of the contract by the contractors and their submitting a "NO DEMAND" certificate. Government ~~will~~ shall not be liable for payment of any interest on the Security deposit or any depreciation thereof. Whenever the security deposit falls short of Rs.2000/-.(Rs. Two thousand only) the contractors shall make good the deficit so that the total amount of security deposit shall not at any time be ~~be Low~~ less than: Rs. 2000/- (Rs. Two thousand only)

Amounts newly added

XII. FORFEITURE OF SECURITY.

In the event of any breach of any of the terms and conditions of this agreement, the Government shall have (without prejudice to other rights and remedies) the right to terminate the contract forthwith and/or forfeit the entire amount of security deposit ~~lodged~~ so by the Contractors or to appropriate the security deposit or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or costs that may be suffered or incurred by Government due

to the Contractors' negligence or unworkmanlike performance of any service under the agreement. In the event of the security being insufficient or if the security has been wholly forfeited, the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractors under this ~~xxx~~ or any other contract with the Govt. Should this sum also be not sufficient to cover the full amount recoverable, the contractors shall pay the Government on demand the remaining balance due.

XIII. SUBLETTING OF THE CONTRACT.

The contractors shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the Government.

XIV. CONSTITUTION OF THE CONTRACTORS.

It is agreed that no change in the constitution of the firm will be made without the prior approval of the Government inwriting.

XV. RELATIONSHIP WITH THIRD PARTIES.

All transactions between the contractors and third parties shall be carried out as between two principals without recourse in any event, to the Government. The contractors hereby also undertake to make the third parties fully aware in writing of the position aforesaid.

XVI. **LIABILITY FOR PERSONNEL:**

All personnel employed by the contractors shall be engaged by them as their own servants in all respects and the responsibility under the ~~Indian~~ Factories Act, 1948 or the Workmen's Compensation Act, 1923 or any statutory modification or any reenactment thereof in respect of all such personnel shall be that of the contractors. The contractors hereby agree to indemnify the Government against all claims ~~whatever~~ whatsoever in respect of the said personnel.

XVII. **ADDITIONAL SERVICES:**

If the contractors are required to perform any services in addition to those specifically provided in the contract, the contractors' remuneration for the same will be fixed by mutual agreement. In case no agreement is arrived at the matter shall be referred to Arbitration as specified in clause XVIII of this Agreement.

XVIII. **ARBITRATION:**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of any person nominated by the Secretary to Govt. ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx of~~..

~~It will~~ There shall be no objection to any such appointment that the person appointed is a Government servant, that he has to deal with the matters to which the agreement relates, and that in the course of his duties as such Government servant he has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties. ~~to this agreement. It is a term of this agreement that~~ In the event of such Arbitrator to whom the matter is originally referred being transferred or vacating ~~his~~

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his office or being unable to act for any reason, such Secretary ~~or administrative head~~ as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. ~~It is also a term of this agreement that~~ No person other than a person nominated by the Secretary ~~or administrative head of the~~ as aforesaid ~~should~~ shall act as Arbitrator and, if for any reason that is not possible, the matter ~~is~~ shall not ~~to~~ be referred to Arbitrator at all.

Subject as aforesaid, the Arbitration Act, 1940, shall apply to the Arbitration proceedings under this clause.

In WITNESS WHEREOF the Director of Public Instruction, Madras, ~~both for~~ acting for and on behalf of and by the order and direction of the Governor of Madras and the Contractors have set their respective hands hereto the date and year first above written.

Signed by the above named in the presence of

1)
2)

Signature of the Director of Public Instruction, Madras.

Signed by the above named in the presence of

1)
2)

Signature of the contractors

Confidential

E.&PH.Dept.(E6)

D.O.No. 69684 E6/Edn. dt. 27.6.61 ~~60-2~~

Dear Sri Chishti,

As you may be aware, CARE organisation of America have offered an aid of 18.75 million pounds of rice, 6.25 million pounds of milk powder, 3 million pounds of corn meal and 3 million pounds of vegetable cooking oil to the Madras Government for distribution ~~for distribution~~ in the School Meals Programme. This offer has been accepted with the concurrence of the Government of India. The first consignment of milk powder is expected to be here by about the 10th August.

2. The Director of Public Instruction and the CARE representative have proposed that the handling of the commodities may be given to Messrs.A.M.Ahmed and Co. who are reported to be satisfactorily handling CARE and gift articles for the Regional Director of Food. I shall be obliged if you can let us know whether Messrs. A.M.Ahmed and Co are remunerated at the rates

in the statement attached herewith and if not, at what rates they are working for the Regional Director of Food. This Govt. may also be informed whether their work has been found satisfactory.

~~and also whether you account their work as satisfactory.~~

3. As an agreement with the firm has to be concluded in a week's time, I shall be grateful for an ~~a very~~ immediate ~~early~~ reply.

Y/S.

26/7 29/7/61

To

Sri R. H. Chishti,

Regional Director of Food,
Southern Region,
Madras.(w.e.)

27.7.61

No. Contract/18/59/D.

GOVERNMENT OF INDIA
MINISTRY OF FOOD & AGRICULTURE
OFFICE OF REGIONAL DIRECTOR (FOOD)
SOUTHERN REGION,
MADRAS.

सत्यमेव जयते

R.H. CHISHTI
Regional Director(Food).

Dated, 1st August 61

Dear Shri Srinivasan,

I am in receipt of your D.O. letter No. 69684/E6/61-2 dated the 27th July 1961 regarding handling of gift commodities offered to your Government by the CARE Organisation of America.

15418

The rates paid by us to Messrs. A.M. Ahmed & Co., 255, Linghi Chetty St., Madras, for handling gift parcels on behalf of the Government of India are given in the copy of letter enclosed. It will be seen therefrom that the rates specified therein were obtained prior to June 1959 and the services required to be performed by the Contractors are not exactly in conformity with the services indicated in the statement attached to your D.O. under reference.

The work of the contractors, M/s. A.M. Ahmed & Co., Madras has been found to be generally satisfactory throughout the period of their contracts with us from 6.6.1958 onwards.

Yours sincerely,

RHChishti

(R.H. Chishti)

Shri K. Srinivasan,
Secretary to Government,
Education & Public Health Dept.,
Fort St. George,
Madras-9.

1/6

BY REGD.POST.
ACKN.DUE.

GOVERNMENT OF INDIA
MINISTRY OF FOOD AND AGRICULTURE
(DEPARTMENT OF FOOD)

Spare

752419

TELEGRAM: 'RECOM'
TELEPHONE: 71078

Office of the Regional Director(Food),
'Mangala Vilas',20,Luz Avenue, Madras-4.

LETTER NO. CONTRACTS/18/59-D.dt. 11-8-59.

From
The Regional Director(Food),
Southern Region, Madras -4.

To
M/s A.M. Ahamed & Co.,
255, Linghi Chetty Street,
MADRAS-1.

Gentlemen,

Sub:-Contracts - Imports - Gifts - Madras Port - Appointment of M/s A.M. Ahamed & Co.,Madras as clearing and forwarding agents for gift parcels arriving at Madras Port during the period* from 6-6-59 to 5-6-1961 - Orders communicated.

Extended upto 5-6-62

You are appointed as Clearing and Forwarding Agents for gift consignments at the Port of Madras for a period of two Years from 6.6.59 to 5-6-1961 with Government's option to extend the same for a further period of one year on the same rates,terms and conditions.

II The remuneration in respect of the Services indicated below shall be paid at the following rates:-

ITEMS.	RATES. per parcel each parcel weighing. Upto 50 lbs. (a)	Above 50 lbs to 100 lbs. (b)	Above 100 lbs to 400 lbs. (c)	Above 400 lbs. to 700 lbs. (d)	Above 700 lbs. to 1000 lbs. (e)
(i)For removing the gift parcels from any point in the port area, loading them into carts/trucks, transporting them to the Govt. of India ware-houses and stacking them there as directed by the Regional Director(Food), Madras, or an officer acting on his behalf as detailed Clause IV (vi) and (viii).	Rs. 0.09np (Rupee nil and nine naye paise only).	Rs.0.10np (Rupee nil and ten naye paise only).	Rs. 0.25np (Rupee nil and twentyfive naye paise only).	Rs.0.50np (Rupee nil and fifty naye paise only).	Rs.0.75np (Rupee nil and seventy-five paise only)
(ii)For removing the gift parcels from the Port Transit sheds or the Govt. of India warehouses, re-packing them wherever necessary labelling and loading them into trucks/carts and transporting them to the various railway stations, booking them as smalls to proper destinations, collecting* [illegible] immediately to the [illegible]gnees under intima- [illegible] to the Regional Director [illegible]), Madras or an officer [illegible]g on his behalf as detailed [illegible]use IV (x).	Rs.0.15np (Rupee nil [illegible]een naye paise only).	Rs.0.19np (Rupee nil and nine-teen naye paise only).	Rs.0.57np (Rupee nil and fifty-seven naye paise only).	Rs.1.00np (Rupee [illegible] only).	Rs.1.20np (Rupee one and twenty naye paise only).

*the railway receipts and sending

P.T.O.

ITEMS.	RATES. per parcel each parcel weighing.				
	Upto 50 lbs.	Above 50lbs to 100lbs.	Above 100 lbs. to 400 lbs	Above 400 lbs. to 700lbs.	Above 700 lbs to 1000 lbs.
	(a)	(b)	(c)	(d)	(e)
(iii) For removing gift parcels from the port transit sheds and/or ware houses repacking wherever necessary and loading them into wagons booking them to proper destination, collecting the railway receipts and sending them immediately to the consignees under intimation to the Regional Director (Food), Madras or an officer acting on his behalf as detailed in clause IV(vi) and (vii).	Rs.0.02np (Rupee nil and two nayee paise only).	Rs.0.02np (Rupee nil and [illegible] naye paise only).	Rs.0.05np (Rupee nil and five nayee paise only).	Rs.0.10np (Rupee nil and ten naye paise only).	Rs.0.15np (Rupee nil and fifteen nayee paise only).
(iv) For removing the gift parcels from the port transit sheds/ware houses repacking where necessary and loading them into trucks as detailed in clause IV(vi).	Rs.0.01np (Rupee nil and one naye paise only).	Rs.0.01np (Rupee nil and one naya paise only).	Rs.0.03np (Rupee nil and three naye paise only).	Rs.0.05np (Rupee nil and five naye paise only).	Rs.0.10np (Rupee nil and ten naye paise only).

NOTES:- 1. The above remuneration includes (i) the remuneration for other auxiliary or incidental services such as documentation, repacking, obtaining clearance documents etc., etc., and (ii) the cost of material etc., for mending or repacking packages if and when required.

2. The weights of the parcels for purposes of payment are to be calculated, on the basis of the relevant Bill of Lading weight. Remuneration for handling of packages above 1000 lbs will be fixed by mutual agreement.

3. No compensation shall be made admissible to the transport contractor in respect of detention of trucks at docks/depots, or any other places unless such detention be of an extraordinary kind and the decision of the Regional Director (Food), on all such claims shall be final both as regards the admissibility and the amount if any of the compensation.

4. No compensation shall be admissible to the transport contractor on account of non-availability of work sufficient to engage the number of trucks specified in any programme issued by the Regional Director (Food), or an officer acting on his behalf.

5. The Regional Director (Food) may make an 'on account' payment to the extent of 60% of the value of the work done in cases where the contractors are not in a position to submit their final bills due to the operational difficulties, after satisfactory performance of the service provided in the agreement.

P.T.O.

III. Please furnish to this office immediately a non-judicial Stamp paper to the value of Rs. 1.50 np to execute the agreement for the above mentioned period.

IV. Please acknowledge receipt.

Spare

Yours faithfully,

S. Anand

REGIONAL DIRECTOR(FOOD)
MADRAS.

kjn/28-7-59.

For and on behalf of President of India.

Copy to:-
1. The Director General of Food, Ministry of Food and Agriculture, Department of Food, NEW DELHI. for information with reference to his letter No. PD III-1(11)/59-29/59.dt.14-7-59.
2. The Pay and Accounts Officer, Ministry of Food and Agriculture, [illegible] NEW-DELHI.
3. The Deputy Director(Clearance/Movements), Madras.
4. The Deputy Director(Storage), Madras.
5. The Deputy Director(Accounts), Madras.
6. The Asst.Director(Clearance I, II), Madras.
7. The Asst.Director(Accounts), Madras.
8. Sectons:- Clearance I/ II/ III/.
9. Accounts Sections:- II and III.
10. Stock File.
11. Spare 10.

7182-3/61

73 99

E.&.P.H.(E6).

Sub:- Education - CARE midday meal programme - Appointment of Clearing Agent - Orders issued.

...

From the D.P.I.,No.17-SM/61 dated 17.7.61 and 22.7.61.

...

Order/Ms.No. 1895 Edn.dt: 2.8.61

The D.P.I. invited tenders from sixteen reputed Clearing Agents recommended by the Chief Accounts Officer of Customs, Madras for clearing the Commodities to be received at the Madras harbour under the CARE midday meal programme. Only three firms viz. M/S S. Natesa Iyer & Co., M/S M. Sheriff and Sons and M/S A.M. Ahmed & Co., have submitted within the stipulated time tenders. The tenders submitted by M/S Ahmed & Co., are found to be the lowest. It is also understood that M/S Ahmed & Co. are the clearing agents for CARE in Madras and the Regional Director of Food, Southern Region, Madras, for gift articles and the CARE representatives have a good opinion of them and are of the view that M/S Ahmed & Co. will be able to handle all the Commodities satisfactorily. In the circumstances, Govt. have decided that the further open tenders need be invited and appoint M/S A.M. Ahmed & Co., Madras as Clearing Agent for all the Commodities

The DPI has recommended that M/s A.M. Ahmed and Co. may be appointed as clearing Agents for clearing the commodities to be received at the Madras Harbour under the aid offered by CARE

2. Govt. have accept the recommendation of the DPI and authorise him

no further open tenders need be invited

him to appoint M/S A.M. Ahmed & Co., 255, Linghi Chetty Street, Madras

p.t.

100

to be received by them under the CARE midday meal programme.

2. The appointment is subject to the execution of an agreement, the form of which is apended to these proceedings. The terms and conditions of appointment are specified in the agreement. The D.P.I. is authorised to enter into an agreement with M/s Ahmed and Co. in the prescribed form.

3. The expenditure involved will be debited to "37.Edn.-Genl.s.Mis.F - Expenditure on Care Programme - 4. Other Charges."

4. This order issues with the concurrence of the Fin.Department vide their U.O.No.

To

The D.P.I.(2 copies)
The A.G.,Madras. (w.e)
The P.&.A.O.,Madras. (w.e)
The Fin.Deptt.
Copy to the Director of CARE in India (with C.L.).
Sri S. K. Banerjee, of CARE, Room No. 41, Hotel Connemara, Mount Road, Madras.

s/cs.-2

Despd 4.8.61

DPI & Sri Banerjee

Appendix

UNDER SECRETARY TO GOVT.
7 - AUG 1961
88430
FINANCE DEPARTMENT

Education and Public Health Department.
G.O.Ms.No.1895 Education dated 2nd August 1961.
***

ABSTRACT.

Education-CARE midday meal programme-Appointment of Clearing Agent-Orders issued.

-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V-V

Read:-

From the Director of Public Instruction, No.17-SM/61 dated 17-7-1961, and 22-7-1961.

***

ORDER:

The Director of Public Instruction invited tenders from sixteen reputed Clearing Agents recommended by the Chief Accounts Officer of Customs, Madras for clearing the Commodities to be received at the Madras harbour under the CARE midday meal programme. Only three firms viz. Messrs. S. Natesa Iyer & Company, Messrs. M. Sheriff and Sons and Messrs. A.M. Ahmed & Company have submitted/tenders within the stipulated time. The tenders submitted by Messrs. Ahmed & Company are found to be the lowest. The Director of Public Instruction has recommended that Messrs. A.M. Ahmed and Company may be appointed as clearing Agents for clearing the commodities to be received at the Madras Harbour under the aid offered by CARE.

2. Government accept the recommendation of the Director of Public Instruction and authorise him to appoint Messrs. A.M. Ahmed and Company, 255, Linghi Chetty Street, Madras as Clearing Agent for all the Commodities to be received by them under the CARE midday meal programme.

3. The appointment is subject to the execution of an agreement, the form of which is appended to these proceedings. The terms and conditions of appointment are specified in the agreement. The Director of Public Instruction is authorised to enter into an agreement with Messrs. Ahmed and Company in the prescribed form.

4. The expenditure involved will be debited to "37. Education-General-s. Miscellaneous-F-Expenditure on CARE Programme-4. Other Charges".

5. This order issues with the concurrence of the Finance Department vide their U.O.No.85784 (A) BO/61 dated 2-8-1961.

(BY ORDER OF THE GOVERNOR).

K. SRINIVASAN,
Secretary to Government.

To

The Director of Public Instruction (2 copies).
The Accountant-General, Madras.
The Pay and Accounts Officer, Madras.
The Finance Department.
Sri S.K. Banerjee of CARE,
Room No.41, Hotel Connemara,
Mount Road, Madras.

True copy/Forwarded/By order.

Superintendent.

TJ/2/8.

APPENDIX.

Finance (BG)

The G.O. on free page may be perused.

2. As the ~~original expr~~ first sanction of expr. under the CARE programme is on a "new service", ~~and~~ advance from the contingency fund have been sanctioned in G.O.Ms. No. 943 Fin. dt. 29-7-61, to meet the expr. initially. Till the approval of the Legislature is obtained, all other ~~items~~ items of expr subsequently sanctioned ~~items of expr~~ in connection with the CARE Programme will have to be debited to the contingency fund. As this has not been indicated in the G.O. overleaf, the A.G. is likely to raise an objection while admitting the expr in audit. E&PH may be requested to issue necessary amendment at an early date.

ASSISTANT SECRETARY TO GOVERNMENT
10 AUG 1961
EDUCATION AND PUB

77489

8-8-61   8/8/61   8-8-61   9-8-61   D/S/E&PH

Fin. no
No. 88430 BG/61
dt 9-8-61

3

103

EPA

Pl see the note of Fin.
on p 2 ante.
A draft letter to the AG
is outd for approval.

[illegible]
11.8.61

This must issue as a memo amending the G.O.

[illegible]
11/8

Draft outd for approval.

[illegible]
11.8.61

[illegible]
14/8

[illegible]

74/105 EPII E6

Memo no 77489 E6/61-1 Edn dt 14 8/61

CARE midday meal Programme - Appointment of clearing agents.

Ref: G.O. no. 1895 Edn dt 2.8.61

The following shall be added to para 4 of G.O no 1895 Edn dt 2.8.61, viz.-

"The expre will be initially met by an advance from the Contingency fund orders in respect of which will have be issued

2

Sd/

The Fin (BG) Deptt. U.O. No. 943
Finance dt 29.7.61.

WD 1861 This Memo issues with the concurrence of Fin Deptt - Vide their U.O. No 88430 BG/61 dt 9.8.61

Sd/ 14/8

To

The DPI
.. AG.
.. PAO.
.. Fin (BG) Deptt

CENTRAL ... BRANCH
... Despatched ...
Sd/ 16/8

GOVERNMENT OF MADRAS
Abstract
**

Contingency Fund - Advances for meeting the expenditure on some schemes in 1961-62 - Sanctioned.

-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-k-

Finance Department

G.O.Ms.No. 943 Dated 29/7/1961

Read the following:-

i. G.O.Ms.No. 521, Finance, Dt. 17/4/61
ii. G.O.Ms.No. 656, Finance, Dt. 17/5/61
iii. G.O.Ms.No. 757, Finance, Dt. 12/6/61
iv. G.O.Ms.No. 841, Finance, Dt. 30/6/61

ORDER:

In exercise of the powers conferred by Section 2(2) of the Madras Contingency Fund Act, 1954 (Act II of 1954), the Governor of Madras hereby authorises the sanction of an advance of Rs. 3,95,700/- (Rupees Three lakhs Ninty Five thousand and seven hundred only) from the Contingency Fund, Madras, for the purpose of meeting the expenditure on the schemes mentioned in the annexure to this order, upto the amounts specified against each.

2. According to the instructions of the Comptroller and Auditor General of India, the advances now sanctioned and the expenditure to be incurred against them, should be accounted for as indicated in the Accountant General's letters No. AA. 60-3-323/324, dated 22/6/51 and No.AA. 60-3-1 of 1950-53/63, dated 12/12/52 (published in the Fort St.George Gazette dated 28/6/51 and 7/2/53 respectively) The expenditure, if any, already incurred during the period on any of the schemes in anticipation of the sanction should also be readjusted in accordance with these instructions.

3. The Accountant General will record the expenditure relating to the Contingency Fund separately in his books. The drawing officers should note the number and date of the order sanctioning each scheme and this order on all bills (including travelling allowances and contingent bills) relating to the scheme and also indicate therein prominently that the expenditure is met from the Contingency Fund.

S.VENKITARAMANAN
Deputy Secretary to Government.

To
The Accountant General, Madras-18 (9 copies)
The Accountant General (CAS) Madras-9
The Inspector General of Police, Madras
The Director of Public Instruction, Madras (3 copies)
The Chief Engineer (Highways and Rural works) Madras (3 copies)

p.t.o.

Copy to Home Department
Copy to Education and Public Health Department (6 copies)
Copy to Public Works Department (4 copies)
Copy to Pay and Accounts Officer, Madras-9
Copy to Superintendent, Government Museum.
The Special Officer for Archaeology, Government Museum, Madras.
The Chief Engineer (Irrigation)
The Board of Revenue (Agricultural Income Tax)
The Commissioner of Agricultural Income Tax
Copy to Revenue (2 copies)

Forwarded/By order

[signature] 19/7/61
SUPERINTENDENT

ANNEXURE
(Vide para 1)

S.No.	Reference to the G.O. sanctioning the scheme	Description of the scheme	Major head of Account	Estimated cost	Amount of Advance Sanctd.
(1)	(2)	(3)	(4)	(5)	(6)
1.	G.O.Ms.No. 1043 P.W.D Dt.17/4/61	Buildings - Non-plan scheme Madras Dt. - Police Dept. Construction of a transmitting station for Police Radio Branch and construction of quarters for staff Acquisition of lands in R.S.No.4307/1 of Mylapore proposal - Approved.	81.Capital Account of Civil works etc.	2,41,500	41,500
2.	G.O.Ms.No. 882 P.W.D. Dt.30/3/61	Communications - Bridges Third Five Year Plan Construction of bridge across Vettar near Tenperumbur village in Thanjavur taluk etc.	81.Capital Account etc.	4,20,000	5,000
3.	G.O.Rt.No. 539 Rev. Dt.13/7/61	Suits - Madras Agrl. Income tax 1955 High Court Madras TRC No. 121/57 Cost awarded to the English and Scottish Joint Cooperative wholesale Society Ltd. Kozhikode Payment - Sanctioned	4.Taxes on income other than Corporation tax - charged	200	200
4.	G.O.Ms.No. 1586 P.W.D. Dt.20/6/61	Communication - Bridge - Third Five Year Plan - Kanyakumari Dt. Reconstruction of high level bridge at M 2/4 of Aruman Athur Road - Estimate for Rs. 5.5 lakhs	81.Capital Account etc	5,50,000	5,000

p.t.o

(1)	(2)	(3)	(4)	(5)	(6)
5.	G.O.Ms.No. 994 P.W.D. Dt.12/4/61	Communications - Madurai District - widening cause way over Vaigai west of Albert Victor bridge in Madurai Municipal limits at Rs. 3,50,000/- proposal of C.E. (H & RW) - Approved.	81.Capital Account etc.	3,50,000	50,000
6.	G.O.Ms.No. 1591 P.W.D Dt.20/6/61	Estt - Tempy - P.W.D. Trichy circle - formation of one sub-divn at Manamadurai for regulation of water supplies - proposal - approved	50.Civil works	(Not yet estimated)	10,000
7.	G.O.Ms.No. 1761 Edn. Dt.14/7/61	Archaeology - setting up of a State Dept of Archaeology employment of Sri T.N. Ramachandran - ordered	37.Education	(Not yet estimated)	3,500
8.	Under sanction	Care - Midday meal programme - Payment of cost	37.Education		1,80,500
9.	G.O.Ms. 1805 Edn Dt.21/7/61	Education - Midday meals prlgramme - Distribution of commodities - Addl. staff - Sanctioned.	37.Education.		1,00,000
	Other items of expr. not yet Sanctioned.			Total	3,95,700

Forwarded/By order

SUPERINTENDENT

111 / 85

EDUCATION DEPARTMENT.

From
Sri N.D.Sundaravadivelu M.A.,L.T.,
Director of Public Instruction,
MADRAS.6

To
The Secretary to Government,
Education and Public Health Department,
MADRAS.9.

21 JUL 1962
76615

RC.NO.197.SM(6)/62 dated 19.7.1962.

Sir,

SUB: CARE - Midday Meal Programme -
Appointment of clearing Agent -
Agreement - Execution of -

REF: G.O.Ms.No.1895-Education,dated 2.8.1961.

...

The Agreement entered into with reference to Government Order cited with M/S A.M.Ahamed & Co., Madras for clearing the commodities to be received under the CARE Midday Meal Programme has expired. As two shipments of Milk Powder and Corn meal are expected to arrive during August, 1962, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm, for a further period of six months on the same terms and conditions as in the original agreement.

Yours faithfully,

S. Vadivelu

For DIRECTOR OF PUBLIC INSTRUCTION.

20/7/62

SM/20.7.62

113-187

E & PH.
ESP

Edn- CARE - Midday Meals programme - Appointment of clearing agents - Extension of period of agreement with M/s Ahmed & Co - Approved.

(S)/73-74CF Read again: G.O (Ms) No. 1895 Edn dt 2-8-61
f ICF Read also: From DPI Lr. Re no. 197 SM(G)/62 dt 19.7.62

Memo no 76615-ESP/62-1 Edn 25-7-62

(S)/73-74CF In G.O (Ms) no 1895 Edn dated 2.8.61, the Govt. authorised the DPI to appoint M/s A.M. Ahmed & Co Madras as Clearing agent for all the commodities to be received under the CARE Midday Meal Programme and to enter into an agreement with the firm in the form appended to the G.O. The DPI has now reported that

f ICF. the original period of agreement, entered into with the firm w.r.t the G.O. has expired and that the agreement may be ordered to be extended for a further period of six months.

2. In the circumstances, the Govt. permit the D.P.I to enter into a fresh agreement with ~~the above~~

M/s A.M. Ahmed & Co, clearing agents for a further period of six months from the date of expiry of the original agreement on the same terms and conditions as in the original agreement.

Sd/-
24.7.62

[illegible] /7

5

CENTRAL [illegible]

[illegible] 25/7

To
The D.P.I.

115

EDUCATION DEPARTMENT.

20 NOV 1962

From

Sri N.D. Sundaravadivelu, M.A.,L.T.,
Director of Public Instruction,
MADRAS.6

To

The Secretary to Government,
Education and Public Health Department,
Fort St. George,
MADRAS.9

124747 **R.NO. 314 SM (6)/62 dated 17.11.1962**

Sir,

SUB: CARE - Midday Meal Programme - Appointment of Clearing Agent - Agreement - Execution of -

REF: G.O.Ms.No.1895.Edn.dated 2.8.1961.
2) Govt.Memo No.76615.E.Spl/62-1. Education, dated 25.7.1962.

...

The Agreement entered into with reference to G.O. (2) cited with M/S A.M. Ahamed & Co., Madras.1, for Clearing the commodities to be received under the CARE Midday Meal Programme, will expire by 4-12-62. As further consignments of Milk Powder and Corn Meal are expected to arrive during the year 1962-63, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm, for a further period of one year on the same terms and conditions as in the original agreement.

Yours faithfully,

S. Vadivelu

For DIRECTOR OF PUBLIC INSTRUCTION,

SM/18.11.1962 19/XI/62

EDUCATION DEPARTMENT.

From
Sri K.D. [illegible], M.A., L.T.,
Director of Public Instruction,
MADRAS.6

To
The Secretary to Government,
Education and Public Health Department,
Fort St. George,
MADRAS.9

R.N. 314 SM (5)/62 dated 17.11.1962

Sir,

SUB: CARE - Midday Meal Programme -
Appointment of Clearing Agent -
Agreement - Execution of - .

REF: 1) G.O.Ms.No.1895 Edn.dated [illegible].1961.
2) Govt.Memo No.76515.E.Spl/62-1.
Education, dated 25.7.1962.

...

The Agreement entered into with reference [illegible]
G.O. (2) cited with M/s A.M. Ahmed & Co., Madras.1,
for Clearing the commodities to be received under [illegible]
CARE Midday Meal Programme will expire by 4-12-[illegible].
Further consignments of Milk Powder and Corn Meal [illegible]
expected to arrive during the year 1962-63. I [illegible]
that Government may be pleased to permit me to enter
into a fresh agreement with the above firm, for a [illegible]
period of one year on the same terms and conditions [illegible]
in the original agreement.

Yours faithfully,

for DIRECTOR OF PUBLIC INSTRUCTION.

SW/19.11.1962

112-91.

E&PH
Espl

Education - CARE - Midday Meals Scheme - Appointment of clearing agents - Extension of period of agreement with M/s Ahmed & Co. - Approved.

(S) 75 CF Read again: G.O (Ms) 1695 Edn & 2 8.61

(S) 87 CF Memo no. 76615-Espl/62-1 Edn & 25.7.62.

p 1 CF Read also: From D.P.I.

R no. 314 SM (61)/62 & 17.11.62

Memo no. 124747-Espl/62-2 Edn 7.1.63

The Govt. permit the D.P.I to enter into a fresh agreement with M/s A.M. Ahmed and Co, clearing agents for a further period of ~~six~~ one year ~~months~~ from the date of expiry of the previous agreement on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE

P.T.O

Midday Meals Programme.

To

The D.P.I.

(25/63)

CENTRAL ...

Date ... of ...

ESX01

EDUCATION DEPARTMENT

~~93~~ 119

From

Sri N.D. Sundaravadivelu, M.A., L.T.,
Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education and Public Health
Department, Madras-9.

12130 D.No. 485 SM 6/63, dated 11-11-63.

Sir,

Sub:- CARE - Midday Meal Programme - Appointment of clearing Agent - Agreement - execution of -

Ref:- Government Memo No. 124747E.Spl/62-62 Edn. dt. 7.12.62.

----

13 NOV. 1963

The agreement entered into with M/S. A.M. Ahamed and Company, Clearing Agents for Clearing the commodities to be received under the CARE Midday Meal Programme will expire by 4.12.63. As further consignments of milk powder, cornmeal and vegetable oil are expected to arrive during the year 63-64, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm for a further period of one year on the same terms and condition as in the original agreement.

Yours faithfully,

S. Vadivelu

for Director of Public Instruction.

mc. 11.11.

11/21

95 121

E & P.H.(E Spl)Dept.

Sub:-Edn.- CARE- Midday Meals scheme- Appointment of clearing agents- Extension of period of agreement with M/S Ahmed & Co., - Approved.

Read:- G.O.Ms.No. 1895 Edn. dt. 2-8-61
Memo.No. 76615 E Spl/62-1 Edn. dt. 25-7-62.
Memo.No. 124747 E Spl/62-29 Edn. dt.7-12-62.
From D.P.I.R.No. 485 SM 6/62 dt. 11-11-63.

--

Memo.No. 121331- ESM/63-2 Edn. dt. 6.12.63

The Govt. permit the D.P.I. to enter into a fresh agreement with M/S. A.M. Ahmed & Co., clearing agents for a further period of one year from 4-12-63, the date of expiry of the previous agreement on the same terms and conditions as in the original agreement approved in the G.O.cited for clearing the Commodities received under the CARE Midday Meals Programme.

To
The D.P.I.
Mds.6.

2 - DEC 1963

note. Finance may see the draft for acceptance before issue. (Attention is invited to the notes leading to the original agreement and subsequent extension at pp 1-14 NF in the G.O. at (R))

Fin (Exp. A) Dept.

The draft memo above (which follows the precedent at p 91 of (R)) may be perused and the file returned to E&PH

30.11.63

DEPUTY SECRETARY TO GOVERNMENT
125498
26 NOV 1963
FINANCE DEPARTMENT

128093

Fin. U.O. 125498. EA/63-1
30.11.63

96

EAPH
ESW

The draft memo at f lante may issue.

[signature]
4.12.63

ASSISTANT SECRETARY ... 7 - DEC 1964 ... EDUCATION AND PUBLIC HEALTH DEPARTMENT

P

97 / 68 P.C / 123

EDUCATION DEPARTMENT

From

SRI N.D. SUNDARAVADIVELU, M.A., L.T.,
Director of Public Instruction, Madras.

To

The Secretary to Government,
Education and Public Health Dept.,
Fort St.George, Madras 9.

Rc.825SM 6/64, dated 5.12.1964.

Sir,

128083

Sub:--CARE--Midday Meal Programme--Appointment of clearing agent--Agreement--execution of-

(X) / 95 CF

Ref:--Government Memorandum No.121331 E.Spl/63-2, Education, dated 6.12.1963.

The agreement entered into with Messrs. A.M. Ahamed & co., clearing Agent, for clearing the commodities to be received under the CARE Midday Meal Programme expired by 3.12.1964. As further consignments of Milk Powder, Cornmeal and Butter oil are expected to arrive during the year 1964-65, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm, for a further period of one year from 4.12.64 on the same terms and conditions as in the original agreement.

In this connection I may state that Messrs. Ahmed & Co., have been doing the work satisfactorily all these years.

Yours faithfully,

S. Vadivelu

FOR DIRECTOR OF PUBLIC INSTRUCTION.

Clb. 5.12.1964.

BRu / 5/12 / 5/12/64

[C No. 128083/64]

99/ 125 / [illegible]

E & H

Espl

Education - Elementary - CARE Programme - Appointment of clearing agents - Extension of agreement with M/s. A.M. Ahmed & Co

---

(X) /73-74 CF Read again: G.O (Ms) No. 1895 Edn, 2-8-61

(X) /87-88 CF Memo No. 76615 - Espl/62-1 dt 25/...

(X) /91-92 CF Memo No. 124747 - Espl/62-2 dt 7-12-6.

(X) /95 CF Memo No. 121331 - Espl/63-2 dt 6-12-63

p/1 CF Read also: From D.P.I. Letter Rc No 525 SM6/64 dt 5-12-64

Memo No. 128083 - Espl/64-2 Edn dt 22-12-64

The Government permit the D.P.I. to enter into a fresh agreement with M/s A.M. Ahmed & Co, clearing agents for a further period of one year from 4-12-64, the date of expiry of the previous agreement on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE programme of midday meals.

p/1 CF

This memo issues with the concurrence of the Finance Dept vide its U.O. No. 140942 - EA/64-1 dt 19-12-64

[signature]

DEPUTY SECRETARY TO G... 140942 17 DEC 1964 P.155 FINANCE DEPARTMENT

Spl. Ledger 22/12

To
The D.P.I.
The AG Madras
The PAO Madras
The AG (AO) Madras

CAS 14/12/64

P.T.O

[128083/64]

The Fin Dept.

(12 Spls)

Note: The draft above which is based on the recommendation of the DPI is for approval. The DPI has stated that Messrs. Ahmed & Co have been doing the work satisfactorily all these years.

Finance may see the draft for acceptance before issue.

AG 15/12

14.12.64

DS(E)

Finance

Finance (EA) Dept.

The draft memo on p. 1 above may be accepted.

19/12/64

17/12/64

E.P.H. U.O. No. 128083 ES pl/64-1 Edn dt. 16.12.64

133216

19 DEC 1964

Fin. U.O. 140942/EA/64-1 dt. 19.12.64

The note of Fin Deptt above may be perused. The draft memo overleaf may issue.

20.12.64

DS(E)

21.12.64

E8917

EDUCATION DEPARTMENT

127

From

Sri V.T. Titus, M.A.,M.Litt., B.T.,
Director of Secondary Education,Madras:6.

To

The Secretary to Government,
Education and Public Health Department,
Fort St.George, MADRAS 9.

ASSISTANT SECRETARY TO GOVERNMENT
2-DEC 1965
EDUCATION AND PUBLIC HEALTH DEPARTMENT

Rc.No.205534 SM 6/65, dated 30th November 1965.

Sir,

Sub:--CARE--Midday Meal Programme--Appointment of clearing Agent--Execution of-

123369

Ref:--Government Memorandum No.128083 E.Spl/64.2 Education dated 22.12.64.

The agreement entered into with Messrs. A.M.Ahmed and Co., Clearing Agents for clearing the CARE Commodities to be received under the CARE midday Meal Programme expires by 3.12.1965. As further consignments of Milk Powder, Cornmeal and cooking oil are expected to arrive during the year 1965-1966, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm for a further period of one year from 4.12.65 on the same terms and conditions as in the original agreement.

In this connection I may state that Messrs. Ahamed have been doing the work satisfactorily all these years.

Yours faithfully,

S. Vadivelu

FOR DIRECTOR OF SECONDARY EDUCATION.

B

Clb.30.11.65

30.11.65
30/11/65

C.No. 123369 ESpl/65

Cof 129 / 103

ESpl (E

Memo No. 123369 ESpl/65-2 Edn Dt 23 12/65

157685

Sub: CARE – Midday Meal Programme – Appointment clearing agents – Extension of period of agreement with M/s A.M. Ahamed & Co., – Approved.

pp 73-74 of (B)
p 99 of (B)
p 19

Ref: G.O Ms No. 1895 Edu Dt 2.8.1961
Govt Memo No. 128083 ESpl/64-2 Edn Dt 22.12.6[illegible]
From the DSE, letter No. 205534 SM6/65 dt 30.[illegible]

The Govt permit the DSE to enter a fresh agreement with M/s A.M. Ahmed & Co., Clearing Agents for a further period of one year from 4.12.1965, the date of expiry of the previous agreement, on the same terms (x) and conditions (x) as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE Programme of Midday Meals.

(x) Vide pp 33-63 c/f of the G.O at (B)

2. This memo issue with the concurrence of Finance Dept vide its no ~~Note~~ No 157685 EA/65-1 Dt 17 12/65

ASST. SECRETARY TO GOVERNMENT
18 DEC 1965
EDUCATION AND PUBLIC HEALTH DEPARTMENT

13/12/65
CAS 13.12.65

14/12/65

To
The DSE.
The AG, Ms. 9
The PAO Ms-9
Copy to the Finance Dept

CENTRAL DESPATCH BRANCH
by
Despatched

24/12/65

Note: Draft above based on the recommendation of the DSE for approval. Finance may see for acceptance.

14/12/65

DS (E) / Finance

DEPUTY SECRETARY TO GOVERNMENT
P.70
16 DEC 1965
FINANCE DEPARTMENT

15/12/65
CAS 13/12/65

Ref Fin No.

123369 ESpl/65-1 Edn

15.12.65

129233

Fin (EA)

Memo for perusal & returned to ESpl.

Fin No. 157685/EA/65-1 dt. 17/12/65.

17/12/65

17/12/65

ESpl

9/6

SHPH (ESI 1).

The draft on prepage seen by finance may be issued. After issue may be filed with notes

[illegible]s Edwst 2.6.61.

[illegible]265.

22/12

12.65

EDUCATION DEPARTMENT

From
The Director of Secondary Education,
Madras.

To
The Secretary to Government,
Education and Public Health Department,
Madras-9

Rc. No. 192537 SM 6/66, dt. 3.12.66

Sir,

Sub:- CARE PROGRAMME - Appointment of clearing Agent - Agreement - Extention of.

130160

Ref:- Government Memo No. 123369 E Spl/65-2 Edn. dated 23.12.65.

The agreement entered into with M/S. A.M. Ahamed and Company, clearing agents, Madras-1 for clearing the CARE commodities to be received under the CARE Midday Meal Programme expires by 3.12.66. As further consignment of milk powder, cornmeal, cooking oil and rolled wheat are expected to arrive during the year 66-67, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm for a further period of one year from 4.12.66 on the same terms and conditions as in the original agreement.

In this connection, I may state that Messrs A.M. Ahamed and Company have been doing the work satisfactorily all these years.

Yours faithfully,

3.12.66

for Director of Secondary Education

mc- 3-12-

3.12.66.

106

Pg 133/107

Est H (ESR)

pl issue
Ks
20/12/66

Memo No. 130160 ESR/66-2 Edn Dt 29.12.66

Sub: CARE Programme - Appointment of clearing agents - Extension of period of agreement - M/S A.M. Ahamed and Company - Approved

Ref: GO Ms No. 1895 Edn Dt 2.6.1961.
Govt Memo No 123369 ESR/65-2 Edn Dt 23.1[illegible]
From the DSE, letter No. 192537 S16/66 dt [illegible]

pp73-74 a/a (M)
p103 a/a (M)
p1 a/a

The Govt permit the DSE to [illegible] a fresh agreement with M/S A.M. Ahmed & Co. Clearing Agents for a further period of one year from 4.12.1966, the date of expiry of the previous agreement, on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE Programme of Midday [illegible]

pp33-63 a/a (M)

2. This memo issues with the concurrence of Finance Dept vide its no No. 152245 PLX/66.1 d/ 27.12.66.

To
The DSE
The AG, [illegible]
The Pay & Accts Office,
Copy to Finance.

(Signature)

A
15.12.66

Ck
17/12/66

S
17/12/66

Note: Draft above based on the recommendation of the DSE is for approval. Finance may see for acceptance.

DEPUTY SECRETARY TO GOVERNMENT
152245
FINANCE DEPARTMENT

P 140

A
15.12.66

Ck
17/12/66

S
17/12/66

[signature]

F.A.H. No.
130160 ESR/66-1
17.12.66

E&PH

Rin (P.IX)

The draft memo overleaf may be accepted and the file returned to E&P.H.

N
29.12.66.

NB
27/12/66

E&PH
139722

EPH

Rin memo. 152245 P.IX/66-1.
27.12.66.

E&PH.(E.Spl)

The draft memo. on pre page may now issue

NL
29/12/66

S
29/12/67

ASSISTANT SECRETARY TO GOVERNMENT
28 DEC 1966
EDUCATION AND PUBLIC HEALTH DEPARTMENT

152245

From:
The Director of School Education,
Madras-6.

To:
The Secretary to Government,
Education Department,
Madras-9.

Rc.No.195142 SM6/67. Dated: 9-11-1967.

Sir,

Sub: CARE Programme - Appointment of clearing Agents-Agreement-Execution of.

Ref: Govt. Memo No. 130160 E Spl./66-2 Edn., dated 29-12-66.

The agreement entered into with Thiru A.M. Ahamed and Company, Clearing Agents, Madras-1 for clearing the CARE commodities to be received under the CARE Midday Meal Programme, expires by 3-12-1967.

I have reported to Government in my letter Rc.No. 115710 SM5/67 dated 17-10-67 that the net quantities of CARE commodities that are required for the seventh year programme would be 18,717,500 lbs. of CSM Blended food and 26,645,500 lbs. of Bulgar Wheat in addition to the stock on hand.

In order to clear the CARE commodities from the Harbour to the city godowns, I request that Government may be pleased to permit me to enter into a fresh agreement with the above firm for a further period of 1 year from 4-12-67 on the same terms and conditions as in the previous agreement.

In this connection, I may state that Thiru A.M. Ahamed and Company Madras-1 have agreed in their letter dated 6-11-67 to transport the 1967 consignments at the same rates and conditions as found in the last contract and that they have been doing the work satisfactorily all these years. I request that early orders may be passed in the matter.

Yours faithfully,

for Director of School Education.

tms/101167

110

P9

137. ~~111~~

Edn (Ed)

Memo No. 112529 Ed/67-2 Edn Dt 11.12.67

Sub: CARE Programme - Appointment of Clearing agents - Extension of the period of agreement with M/s A.M. Ahamed and Company - Approved

pp 73-74 c/f (D) Ref: Go Ms No. 1895 Edn Dt 2.8.61

p 107 c/f (D) Govt memo No. 130160 E S/2/66-2 Edn Dt 29.

p 19 From the DSE, letter No. 195142 SM6/67 dt 9.11.67.

The Govt permit the DSE to enter into a fresh agreement with M/s A.M. Ahmed and company, Clearing Agents for a further period of one year from 4.12.67, the date of expiry of the previous agreement, on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the Commodities received under the CARE Programme of Midday Meals.

pp 33-63 c/f (D)

2. This ~~Gda~~ memo issues with the concurrence of Finance Dept - vide its No. 120959 PIX/67-1 dt 6.12.67.

DEPUTY SECRETARY TO GOVERNMENT
1 DEC 1967
FINANCE DEPARTMENT

To

The DSE

The AG

The Paysettlement Officer,

Copy to Finance

120959

2 Secs.

Note: Draft above based on the recommendation the DSE is for approval. Finance may see acceptance.

(Last year's sanction at (D) 107 c/f)

Edn No No. 112529 Ed/67-1 Edn 30.11.67

24.11.67

25.11.67

28/xii

DS / Fin

112

E8

Fin (P IX)

The draft memo overleaf may be accepted.

[illegible] /12/67

Pf 4.12.67

UNDER SECRETARY TO GOVERNMENT
5 - DEC 1967
EDUCATION DEPARTMENT

Edu

Fin memo No 120959 FIX/67-1 4/12/67

Edu (E8)

117261

The draft at p1 ante may now be issued. After issue may be filed with GO Ms 1895 Edn dt 2.8.61.

[illegible] .12.67

8/12

120951

Education Department.

From
Thiru S.V.Chittibabu,M.A.B T.,
Director of School Education,
Madras.

To
The Secretary to Government,
Education Department,
Madras - 9.

Rc.No. 226469-SM6/69 dated 1-12-69

Sir,

Sub: CARE Programme - Clearance of CARE Commodities from the Harbour - Renewal of agreement with Thiru A.M.Ahamed and Company, Madras--1.

Ref: Government Memo.No. 75000 E8/68-5 Edn.dt. 8-3-69

The agreement with Thiru A.M.Ahamed and Company, Clearing agents, Madras--1 for clearing CARE Commodities received under CARE Midday Meal Programme will expire by 3-12-69.

I have already submitted the proposals for the Ninth year Programme furnishing details of CARE Commodities required for the programme in my letter Rc.No. 18205/69 dated 15-11-69.

In order to clear the CARE Commodities from the harbour to the City Godowns and to Chrompet Ware house, I request that Government may be pleased to permit me to enter into a fresh agreement for a further period of one year from 4-12-69 ~~to~~ on the same terms and conditions as in the original agreement approved in G.O.Ms.No. 1895-Education dated 2-8-61 and in the Government Memo. cited.

In this connection I may also say that Thiru A.M. Ahamed and Company have agreed in their letter dated 17-11-69 copy enclosed) to transport the CARE commodities at the same rates and conditions already approved by Government for a further period of one year from 4-12-69.

With reference to para 8 of the list of provisions in the Indo CARE agreement communicated in Government Memorandum No. 50375-E8/68-1 dated 16-8-68 Government will be responsible for making all arrangements for their customs clearance and for their transportation by a secure mode of transport. The type of transportation and the carriers to be used or subject to agreement between CARE and Government. The Administrator CARE, Madras has been consulted in the matter and he has also reported that Thiru A.M.Ahamed and Co. have been doing a fine job (copy enclosed)

I request early orders of Government in the matter.

Yours faithfully,

for Director of School Education.
1.12.69

rs 1-12

2 - DEC 1969

141

Copy of letter from Mr. Phil Johnston, Administrator, CARE, Madras--6 addressed to the Director of School Education, Madras--6 dated November 28, 1969.

Sub: Appointment of Clearing agents.

Ref: Your Rc. 226469-SM6/69 dated November 22, 1969.

--

We are happy to note that you are considering the possibility of appointing Messrs. A.M.Ahamed and company, Madras for an additional term of one year, as your clearing agents for handling CARE gift commodities at the Madras Port. We can unhesitatingly say that they have been doing a fine job these past years in clearing and tranporting the gift commodities and as such recommend retaining their services.

Thanking you.

Sincerely,
Sd...

Copy of letter from Messrs. A.M.Ahamed and Co., Madras--1 addressed to the Director of School Education, Madras.

--

Re: CARE Programme -Clearance of CARE Commodities - Appointment of Clearing agents -regarding -

Ref: Your Communication No.Rc. 226469-SM6/69 dated 13-11-69

--

We are in receipt of your above letter and hereby undertake the CARE commodities clearance work one more year from 4-12-69 with the same terms and conditions in the current agreement.

Thanking you.

Sd... U.M.Iqbal, Partner.

2/12

for Director of School Education
1.12.69

True copy.

1/12

Issue
2-1-70

Folio (H1)

[Cr. 84419 H1/69]

Memo No. 84419 H1/69-2 Edn. dt. 2.1.70 (143)

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed and Company - Approved.

Read: G.O. Ms. 1895 Edn. Dt. 2.8.61
Memo No 75000 E8/68.5 Edn. Dt. 8.3.69.

Read also: From the DSE lr. Re No. 226469 SM6/69 Dt. 1.12.69

(X) / p75 CF.
(A) / p13 CF
p. 1 CF

-o-

The Govt. permit the DSE to enter into a fresh agreement with M/s A.M. Ahmed and Company clearing agents for a further period of one year from 4.12.69, the date of expiry of the previous agreement on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE programme of Midday Meals.

p1 CF

(This memo issues with the concurrence of the Finance Dept. vide its. No No. 136157 E/69. Dt. 26.12.69)

15-12-69
15-12-69

17/12/69

18/12/69

To
The DSE., Mds.
The AG., Mds.
The PAO., Mds.
Copy to Dir.
S/cs. 21

NOTE: Please see the letter of the DSE on p1 CF. The DSE has requested to extend the period of agreement for one year from 4.12.69 with M/s A.M. Ahmed & Company for clearing the

[PTO

H E

(84419
HI/69)

commodities received under the CARE programme of Midday Meals. The circumstances under which the DSE Kerala has recommended for the extension of the period of agreement for one more year from 4.12.69 without calling for tenders, have already been explained by the Director on p9 cf of (A). In the circumstances, the recommendation of the DSE may be accepted. Based on the recommendation of the Director and based on the precedent at p13 cf of (A), a draft memo overleaf is submitted for approval. Finance may see no for acceptance.

136157

DEPUTY SECRETARY TO GOVT.
97
20 DEC 1969
FINANCE DEPARTMENT

15-12-69

17/12/69

18/12/69

Fin.

20/12

Fin E

The draft Memo overleaf may be accepted

Fin. No. 84419/HI/69/1 Edn. 20.12.69

20/12/69

22.12.69.

20/12/69
D.S. (P)
Edn.

HI

Fin U.O. No. 136157/E/69/1 26.12.69.

The draft memo overleaf which has been accepted by Finance may now issue. A/i the papers may be filed with G.O.Ms. 1895 Edn dt 2.8.61.

UNDER SECRETARY TO GOVERNMENT
92519
C 1969
EDUCATION DEPARTMENT

30-12-69

31/12/69

145 ~~119~~ G.O.Ms 1895 Edn dt 2.861

ASSISTANT SECRETARY TO GOVERNMENT
14 DEC 1970
MADRAS-9

Education Department.

From
Thiru S.V.Chittibabu, M.A.B.T.,
Directorof School Education,
Madras.

To
The Secretary to Government,
Education Department,
Madras--9.

Rc.No. 265647 SM6/70 dated 10-12-70.

--

Sir,

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with Thiru A.M.Ahamed and Company, Madras--1.

Ref: Government Memo.No. 84419 H1/69-2 Education dated 2-1-70.

--

p117CF (L)

G.O.Ms 1895 Edn dt 2.861

The agreement already entered into with Thiru A.M. Ahamed and company, Madras with reference to the Government Memorandum cited for clearing the CARE commodities from the harbour to the City godowns at Gopalapuram and at the Central Warehouse, Chromepet, expired by 3-12-70.

Thiru A.M.Ahamed and company, Madras--1 have agreed to clear the CARE articles for one year from 4-12-70 on the same terms and conditions mentioned in the Government memorandum cited (copy of letter enclosed).

p3 infra

With reference to para 8 of the list of provisions, the terms and conditions between the Government of India and CARE, Government will be responsible for making all arrangements for receipt of commodities, for their customs clearance and for their transportation by a secure made of transport. The type of transportation and the carriers to be used are subject to agreement between CARE and Government. The Administrator, CARE, Tamilnadu, Madras--6 has been consulted in the matter who has reported in his letter MM.870/70 dated 2-12-70 that Thiru A.M.Ahamed and company, the clearing agents, were doing a satisfactory job in the last 1 year in clearing and transporting CARE articles from Harbour to the City Godowns and they agree to extend A.M.Ahamed and company's period of contract for another year.

p3 infra

Separate file
Off font up

Government have in their letter No. 59798-H1/70-2-Education dated 10-11-70 to the Secretary to Government, Ministry of Education, New Delhi decided to continue the programme during the 10th year of operation commencing from 1-10-70 and sought for the approval of Government of India for the continuance of the programme.

I request that Government may permit me to enter into agreement with Thiru A.M.Ahamed and company for a further period of one year from 4-12-70 for clearing the CARE commodities received under the programme.

Yours faithfully,

[signature]
11.12.70

for Director of School Education.

11.12.70

147

Copy of letter dated 11th November 1970 from Thiru A.M.Ahamed and Company, Madras addressed to this office.

--

Sub: CARE programme - Clearance of CARE Commodities from Harbour to the City godowns - Extension of the period of agreement with Thiru A.M.Ahamed and Company Madras from 4-12-70.

Ref: Your Rc.No. 265647 SM6/70 dated 6-11-70-

--

With reference to your communication cited above on the captioned subject, we write to inform you that we agree to clear the CARE articles for one year from 4-12-70 on the same rates and conditions mentioned in the agreement cited.

Thanking you,

Sd.... Partner,
A.M Ahamed and Co.,

Copy of letter No. M-870/70 dated 2-12-70 from the Administrator, CARE, Tamilnadu addressed to the Director of School, Education, Madras--6

--

Sub: Clearance of CARE commodities from Godowns - Agreement with M/s. A.M. Ahamed and company, Extension of -
Ref: Your letter Rc. 265647 SM6/70 dated 26-11-70.

--

With reference to your above letter we write to inform you that Messrs. A.M.Ahamed and company, Clearing Agents, were doing a satisfactory job in the last one year in clearing and transporting CARE commodities from the Harbour to the City godowns.

We certainly agree with you in extending the period of contract for another year.

sd.. Administrator.

True copy.

7/12

for Director of School Education.
11-12-70

11-12-70

149 123

Edn(H1)

No. 90277 H1/70

Memo No. 90277 H1/70.2 Edn dt. 7.1.71

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed & Company - Approved.

Read: G.O. Ms. 1895 Edn. Dt. 2.8.61.

Read also. From the DSE Lr. Rc No. 265647 Smb/70 Dt. 10.12.70.

-o-

The Govt. permit the DSE to enter into fresh agreement with M/s A.M. Ahmed and Company (Madras) clearing agents for a further period of one year from 4.12.70, the date of expiry of the previous agreement on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE programme of Midday Meals.

2. This memo issues with the concurrence of the Finance Deptt. vide its U.O. No. 153867/70.1 Edn. dt. 4.1.71

28.12.70

28.12.70

P.7.54

P.1.34

P.1.4

Despatched
8/1

To
The DSE, Ms. 6.
The AG., Ms. 9.
The PAO., Ms 9.
Copy to Fin. Ex.1 Ex.2

[illegible] (H1)

No. 90277 H1/70

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed and Company

Ref: From the DSE Lr. 265647 Smb/70 dt. 10.12.70

-o-

Please see the letter of the DSE on p/c. The DSE has requested to extend the period of agreement for one year from 4.12.~~69~~ 70 with M/s Ahmed & Company for clearing the commodities received under the CARE Programme of midday Meals. The circumstances under which the DSE has recommended for the extension of the period of agreement from 4.12.70 ~~without calling for tenders~~ have ~~already~~ been explained by the Director. In the circumstances, the recommendation of the DSE may be accepted. Subject to orders, a draft memo is submitted below for approval.

Attention is invited to the memo at p/117 C/F in which the agreement extension last [illegible]

Finance may see us for acceptance.

p/c

p/c

[illegible] note [illegible]

30 DEC 1970

153867

Edn. No. 90277 H1/70-1 Edn dt 29.12.70

[illegible] 29/12/70

[signature] 26.12.70

[signature] 28.12.70

[signature] 28.12.70

[signature] 29.12.70

[signature] 29.12.70 Secy

[signature]

Prin (E) deptt

The notes of Edn deptt on p. 1 above may be perused.

2/. The draft memo below may be accepted.

[illegible] 2/1/71

1/4.1.71

Edn
H1

The draft memo below which has been accepted by Finance may now issue. All the papers may be filed with G.O. Ms. 1895 Edn. 2-8-61

[illegible] 6.1.71

[illegible] 6.1.71

[illegible] 7/1/71

F1hu0/53867/70-1 Edn
4/1/71.

Edn

(L)

01009

153221

ASSISTANT SECRETARY TO GOVERNMENT
MADRAS
EDUCATION DEPARTMENT

15 NOV 1971

Education Department.

From
Thiru S.V.Chittibabu, M.A.B.T.,
Director of School Education,
Madras - 6.

To
The Secretary to Government,
Education Department, Madras-9.

Rc.No. 221009-SM6/71 dated 11-11-71.

--

Sir,

Sub: CARE PROGRAMME - Appointment of clearing agents extension of the period of agreement with Messrs. A.M.Ahamed and company, Madras-1.

Ref: Government Memo.No. 90277-H1/70-2 Edn.dt. 7-1-71.

--

86986

The agreement already entered into with Messrs A.M. Ahamed and company,Madras--1 with reference to Government Memorandum cited for clearing the CARE commodities from the Harbour to the City Godowns at Gopalapuram to the Central Warehouse, Chromepet and to other points as entered in the agreement will expire by 3-12-71.

Messrs.A.M.Ahamed and company, Madras-1 have agreed to clear the CARE articles for one year from 4-12-71 on the same terms and conditions mentioned in the Government Memorandum cited (copy of letter enclosed).

With reference to para 8 of the list of provisions the terms and conditions between the Government of India and CARE.

Government will be responsible for making all arrangements for receipt of commodities for their customs clearance and for their transportation by a secure mode of transport.

The type of transportation and the carriers to be used are subject to agreement between CARE and Government. The Administrator, CARE, Tamilnadu Madras-6 has been consulted in the matter. They are pleased with the performance of Messrs. A.M.Ahamed and company Clearing Agent, Madras Certain conditions suggested by CARE will be included in the agreement to be entered upon if those conditions are not there already.

I request that Government may permit me to enter into agreement with Messrs.A.M.Ahamed and company for a further period of one year from 4-12-71 for clearing the CARE commodities received under the programme.

Yours faithfully,

12/11/71

for Director of School Education

Copy of letter from M/S. A.M.Ahamed & Co., Madras-1 addressed to this office.on October 23, 1971.

--

Sub: CARE Programme - Clearance of CARE commodities from Harbour to City godowns - Extension of Period of Agreement with Messrs. A.N.Ahamed and Co., Madras from 4-12-71.
Ref: Rc. 221009-SM6/71 dt. 19-10-71.

--

We invite your kind attention to your reference above cited and have ~~mak~~ pleasure in informing you that we agree to clear the CARE articles for 1 (one) year from 4-12-71 on the same rates and conditions mentioned in Government Memo.No.90277-H1/70-2 Education dated 7-1-71 which expires on 3-12-71.

Thanking you.

Sd.. A.M.Ahamed & Co.

--

Copy of letter No. 207/71 dated 9-11-71 from the Additional Administrator, CARE, Tamilnadu addressed to this office.

--

Sub: Responsibilities of the clearing Agent.
Ref: Your Rc. 221009/SM6/71.

--

Please excuse the delayed reply as I just returned from Delhi.

We have as in past years, been very pleased with the performance of the Government clearing Agent in general. However, as we discussed a few weeks ago, there are some areas in which we would expect a qualitative improvement.

We feel that the clearing agent, as a representative of Government and thereby CARE's interests, should assume more responsibility in the port with respect to the clearance of CARE commodities.

1. The clearing agent should under no circumstances clear damaged bags regardless of any demurrage that might accrue.
2. The clearing agent should insure that only clean lorries, free from any protruding angles, are supplied for the clearance of CARE commodities.
3. The clearing agent should insure that all damaged commodities which are not to be used in the program, i.e. those declared unfit for human consumption by the Port Health Officer, are cleared promptly and turned over to the Department of Animal Husbabdry, Government of Tamil Nadu. (Feed mixing unit, Govt. Veterinary College, etc.)

We trust that the above comments will be of some use to you and will of course be included in the new Agreement for 1972.

Sd.

(TRUE COPY)

12/1/72

for Director of School Education

True copy

Copy of letter from [illegible] addressed to this office, on [illegible] 1947.

Subject: [illegible]
Ref: No. [illegible]

[illegible]

[illegible]

Copy of letter No. [illegible] dated [illegible] from the [illegible] Sub-Divisional [illegible], N.W. Railway, addressed to this office.

Subject: Responsibilities of the [illegible]
Ref: [illegible]

Please [illegible]

The [illegible] as it [illegible] have very [illegible] with the [illegible] of the Government [illegible] for [illegible] we [illegible]

We feel that [illegible] should [illegible] in the [illegible]

1. [illegible]
2. [illegible]
3. [illegible]

[illegible]

Same as pp1-3 ants

H

5/157

Education Department.

From
Thiru S.V.Chittibabu, M.A.B.T.,
Director of School Education,
Madras - 6.

To
The Secretary to Government,
Education Department, Madras-9.

15 NOV 1971
EDUCATION DEPARTMENT

Rc.No. 221009-SM6/71 dated 11-11-71.

Sir,

Sub: CARE PROGRAMME - Appointment of clearing agents extension of the period of agreement with Messrs. A.M.Ahamed and company, Madras-1.

Ref: Government Memo.No. 90277-H1/70-2 Edn.dt. 7-1-71.

86993

The agreement already entered into with Messrs A.M. Ahamed and company, Madras--1 with reference to Government Memorandum cited for clearing the CARE commodities from the Harbour to the City Godowns at Gopalapuram to the Central Warehouse, Chromepet and to other points as entered in the agreement will expire by 3-12-71.

Messrs.A.M.Ahamed and company, Madras-1 have agreed to clear the CARE articles ~~from~~ for one year from 4-12-71 on the same terms and conditions mentioned in the Government Memorandum cited (copy of letter enclosed).

With reference to para 8 of the list of provisions the terms and conditions between the Government of India and CARE.

Government will be responsible for making all arrangements for receipt of commodities for their customs clearance and for their transportation by a secure mode of transport.

The type of transportation and the carriers to be used are subject to agreement between CARE and Government. The Administrator, CARE, Tamilnadu Madras-6 has been consulted in the matter. They are pleased with the performance of Messrs. A.M.Ahamed and company Clearing Agent, Madras Certain conditions suggested by CARE will be included in the agreement to be entered upon if those conditions are not there already.

I request that Government may permit me to enter into agreement with Messrs.A.M.Ahamed and company for a further period of one year from 4-12-71 for clearing the CARE commodities received under the programme.

Yours faithfully,

12/11/71

for Director of School Education

159

Copy of letter from M/S. A.M.Ahamed & Co., Madras-1 addressed to this office. on October 23, 1971.

--

Sub: CARE Programme - Clearance of CARE commodities from Harbour to City godowns - Extension of Period of Agreement with Messrs. A.N.Ahamed and Co., Madras from 4-12-71.
Ref: Rc. 221009-SM6/71 dt. 19-10-71.

--

We invite your kind attention to your reference above cited and have ~~much~~ pleasure in informing you that we agree to clear the CARE articles for 1 (one) year from 4-12-71 on the same rates and conditions mentioned in Government Memo. No. 277-H1/70-2 Education dated 7-1-71 which expires on 3-12-71.

Thanking you.

Sd.. A.M.Ahamed & Co.

--

Copy of letter No. 207/71 dated 9-11-71 from the Additional Administrator, CARE, Tamilnadu addressed to this office.

--

Sub: Responsibilities of the clearing Agent.
Ref: Your Rc. 221009/SM6/71.

--

Please excuse the delayed reply as I just returned from Delhi.

We have as in past years, been very pleased with the performance of the Government clearing Agent in general. However, as we discussed a few weeks ago, there are some areas in which we would expect a qualitative improvement.

We feel that the clearing agent, as a representative of Government and thereby CARE's interests, should assume more responsibility in the port with respect to the clearance of CARE commodities.

1. The clearing agent should under no circumstances clear damaged bags regardless of any demurrage that might accrue.
2. The clearing agent should insure that only clean lorries, free from any protruding angles, are supplied for the clearance of CARE commodities.
3. The clearing agent should insure that all damaged commodities which are not to be used in the program, i.e. those declared unfit for human consumption by the Port Health Officer, are cleared promptly and turned over to the Department of Animal Husbandry, Government of Tamil Nadu. (Feed mixing unit, Govt. Veterinary College, etc.)

We trust that the above comments will be of some use to you and will of course be included in the new Agreement for 1972.

Sd..

True copy

12/11/71

for Director of School Education

True copy

14/11

Edn. (H) Depts.

161

[Gro. 86986 H1/71]

Memo No. 86986 H1/71-2 Edn. dt. 29.11.71

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s. Ahmed and Company - Approved.

Read: G.O. Ms. 1895 Edn. dt. 2.8.61.

Read also: From the DSE Lr. Rc. No. 221009 SM6/71 dt. 11.11.71

Nov.

The Govt. permit the DSE to enter into fresh agreement with M/s A.M. Ahmed and Company, Madras, clearing agents, for a further period of one year from 4.12.71, the date of expiry of the previous agreement, on the same terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE programme of Midday Meals.

2. This memo issues with the concurrence of Finance Depts. vide its u.o. No. 156377 F/71-1 dt. 29.11.71

Pl. issue

p1-3 cf

p10 cf

p14 cf

p145 cf

p101 cf

(vide precedent on p145 cf)

To

The DSE, Ms 6.

The AG, Ms 9

The PAO, Ms 9.

Copy to Finance

Sd/- 19.11.71

Sd/- 18-11-71

Sd/- 19.11.71

Sd/- 29.11.71

Over Secy's name

Sd/- 2.12

E 163

Edn (H1)

[Cno. 86986 H1/71]

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed & Company.

Ref: From the DSE Lr. No. 221009 SMB/71 dt. 11.11.71.

...

pp 1-3 CF

p1 CF

Please see the letter of the DSE on p1 CF. The DSE has requested to extend the period of agreement for one year from 4.12.71 with M/s. Ahmed and Company Madras.1 for clearing the commodities received under the CARE Programme of Midday Meals. The circumstances under which the DSE has recommended for the extension of the period of agreement from 4.12.71 have been explained by the Director. In the circumstances, the recommendation of the DSE may be accepted. Attention is invited to the Memo at p149 CF/(Q)+ in which the agreement was extended last year. Subject to orders, a draft memo is submitted below for approval. Finance may see no for acceptance.

p101 CF

+ G.O.Ms. 1805 Edn 2.8.61

18.11.71 19.11.71 19-11-71

19.11.71

DS/I 22.11.71

23.11.71

Fin. (E) Dept.

Edn. Lr. No. 86986 /71-1 Edn. A-23.11.71

The draft Memo below may be accepted (vide precedent at P.149 of (Q)).

26.11.71 27-11-71

Asst. Secretary to Government ... Nov 1971 ... Department

157

156377

Fin. Lr. No. 156377/E/71-1 29/11/71

Edn. H1

The draft memo below which has been accepted by Finance may now issue.

29.11.71 29-11-71

29.11.71

Asst. Secretary to Government
29 NOV 1971
91125
Education Department

[86986 H1/71]

164

Edn (H1)

The memo at p 9 cf has been Issued. The papers may be filed with G.O. Ms. 1895 Edn. dt. 2.8.61.

[initials] 3/12/71

[initials] 2/12/71

[initials] Dm 2-12-71

115

EDUCATION DEPARTMENT.

FROM
THIRU S.V.CHITTIBABU,
M.A., B.T.,
Director of School
Education, Madras--6.

TO
THE SECRETARY TO GOVERNMENT,
Education Department,
Fort St. George,
M a d r a s - 9.

RC. No. 237262 SM 6/72 dated 17-11-1972.

Sir,

SUB: CARE PROGRAMME - Appointment of clearing agent - Extension of the period of agreement with M/S. A.M.Ahamed & Co., Madras-1.

Ref: Govt. Memo.No.86986-H1/71-2.Edn.dt.29-11-71

--

I submit that agreement already entered into with Messrs. A.M.Ahamed and Company, Madras with reference to Government Memorandum cited for clearing the CARE commodities from the harbour to the City Godowns at Gopalapuram, to the Central Warehouse, Chromepet and to other points mentioned in the agreement will expire by 3-12-1972.

2. Messrs. A.M.Ahamed and Company, Madras-1 have agreed to clear the CARE articles for one year from 4-12-72 on the same terms and conditions mentioned in the Government Memo. cited (copy of letter enclosed).

3. With reference to para 8 of the list of provisions, the terms and conditions between the Government of India and CARE, Government will be responsible for making all arrangements for receipt of commodities for their customs, clearance and for their transportation by a secure mode of transport.

4. The type of transportation and the carriers to be used are subject to agreement between CARE and Government. The Administrator, CARE, Tamilnadu, Madras-6 has been consulted in the matter. They have informed that performance of Messrs. A.M.Ahamed and Company, clearing agent in regard to clearance and transportation of CARE commodities from the Harbour to Godowns has continued to be generally satisfactory and has suggested that the points referred to in paragraph 2 of their letter will be included as a provision in the agreement if necessary

5. I request that Government may permit me to enter into agreement with Messrs. A.hamed and company for a further period of one year from 4-12-72 for clearing the CARE commodities received under the programme.

Yours faithfully,

13/11/72

FOR DIRECTOR OF SCHOOL EDUCATION.

DEPUTY SECRETARY TO GOVERNMENT 18 NOV 1972 EDUCATION

ASSISTANT SECRETARY TO GOVERNMENT 91595-A 18 NOV 1972 EDUCATION DEPARTMENT

Copy of letter dated 1st November 72 from M/S. A.M. Ahamed and Co., Madras - 1 addressed to this office.

--

Sub: CARE Programme--Clearance of CARE commodities from Harbour to the City Godowns--Extension of the period of Agreement with M/s. A.M. Ahamed & Co., Madras from 4-12-72.

Ref: Your Rc.237262 SM 6/72 dt. 27-10-72.

--

We refer to your letter above cited and have pleasure in conveying to you our agreement to clear the CARE articles for one year from 4-12-72 on the same terms and conditions mentioned in the Government Memorandum No.86986 H1/71-2 Edn. dt. 29-11-71.

Sd.. Partner.

..

Copy of letter Ref.No.207/72 dated 13-11-72 from The Administrator, CARE, Tamilnadu addressed to the Special Officer for School-meals Scheme, Madras (by name).

Sub: Extension of contract - M/S.A.M.Ahamed &Co. for clearance of CARE commodities.

Ref: Your Rc.237262-SM6/72 dt. 27-10-72.

--

During the past one year, the performance of M/S. A.M-Ahamed & Co. in clearance and transportation of CARE commodities from the harbour to City godowns has continued to be generally satisfactory.

However, there is one particular aspect of their performance which needs further review and clarification. In recent months they have shown considerable reluctance to clear reconstituted tins and empty containers along with sound containers. Since these two categories form part of the regular consignment, they must be cleared along with the sound portion.

We suggest that these points may be discussed with them and if necessary, included as a provision in the contract.

Thank you for your cooperation.

Sd.. Administrator.

for Director of School Education

True copy

169 Edn (H1)

[G.O. 91595 A H1/72]

P1 issue
1.12.72

(N) / p101 cf
p1 cf

para 5
on p1 cf

✓ (N) / p101 cf

CENTRAL DESPATCH BRANCH
6/12

To
the Dir. Mds.
the AG. Mds
the PAO, Mds
Copy to Finance
Sd/- Sd/-

Memo No. 91595A H1/72 2 dated 1.12.72

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed & Company Approved.

Read: G.O. Ms. 1895 Edn. dt 2.8.61.

Read also: From the DSE Lr. Rc. No. 237262 SMB/72 dt 17.11.72

The Govt. permit the DSE to enter into fresh agreement with M/s A.M. Ahmed & Company Madras, clearing agents, for a further period of one year from 4.12.72, the date of expiry of the previous agreement, on the same ~~and~~ terms and conditions as in the original agreement approved in the G.O. cited for clearing the commodities received under the CARE Programme of midday meals.

This memo issues with the concurrence of Finance Dept vide its no. No. 166605 Edn/72-1 dt. 25.11.72

21.11.72
21-11-72

22.11.72

[Cr.. D 1595 A H/72] 171 Edn(H)

Sub: CARE Programme - Appointment of clearing agents - Extension of the period of agreement with M/s Ahmed & Co..

Ref: From the DSE Lr. Rc No. 237262 Smb/72 dt. 17.11.72.

-o-

pp 1-34

Please see the letter of the DSE on p14. The DSE has requested to extend the period of agreement for one year from 4.12.72 with M/s. Ahmed and Company, Madras. 1 for clearing the commodities received under the CARE Programme of Midday Meals. The circumstances under which the DSE has recommended for the extension of the period of agreement from 4.12.72 have been explained by the Director. In the circumstances, the recommendation of the DSE may be accepted. Attention is invited to the memo at p16 lf/(N) in which the agreement was extended last year. Subject to orders, a draft memo is submitted below for approval. Finance may see for acceptance

paras 5 on p lf

p14

(initials) 21/11/72

GOMs. 1295 Edn dt 2.8.61

(initials) 21.11.72
(initials) 21-11-72

Where is the appendix to G.O. at p101 of (N).

(initials) 22/11/72.

Submitted: Appendix to G.O has not been

[PTO

[91595A H/72]

mentioned there. However the Draft agreement as amended by Law may be found at pp59 - 89 cf/(N) Submitted for orders.

22.11.72

22/11/72

23/11/72 Fin.

22-11-72

/A clean copy of the agreement should have been added to the GO at (N).

orders are approved here

24.11.72

Fin(E) Dept.

The notes of Edn at PP 1-2 above may be perused and the draft memo below accepted (vide the precedent at p. 163(N))

2.5.11.72

25-11-72

Edn

Edn No. 91595A H1/72 -1 Com 17 dt 11.72

Fin | 166605 | dt 11.72 28.11.72

ASSISTANT SECRETARY TO GOVERNMENT
24 NOV 1972
FINANCE DEPARTMENT

Edn (H)

Please, see the note of Finance above. The draft memo below may now issue. All the papers may be lodged & filed with GO Ms 1895 Edn dt. 2.8.61

28.11.72

28/11/72

DSJ

28-11-72

30/11/72

ASSISTANT SECRETARY TO GOVERNMENT
94020
27 NOV 1972
EDUCATION DEPARTMENT

(N)

NOTES

-15-

E.&PH.Department

The D.P.I. has sent proposals for entrusting the handling of the first consignment of milk powder to Messrs. Ahmed and Co. The proposal and the D.O. addressed to the Special Officer are placed below for Secretary's information.

L
19/7

S (ai)

Seen. thanks. Law & Finance should be consulted before the contract is finalised.

[illegible]
19/7/61

In connection with the handling of the commodities offered by CARE, namely, 6.25 million pounds of milk powder, 18.75 million pounds of rice, 3 million pounds of corn meal and 3 million pounds of vegetable cooking oil, the D.P.I. has addressed 16 reputed clearing agents furnished by the Chief Accounts Officer of the Customs, Madras. He has received replies from three of them by the due date. The rates quoted by the three agents will be found at page 3 c.f. It will be seen that the rates quoted by M/s A.M. Ahmed and Co. are the lowest. The D.P.I. has also stated that Ahmed and Co are the clearing agents for ~~the~~ CARE in Madras and the Regional Director of Food, Southern Region, Madras for the gift articles. The question of handling

at a meeting held in the residence of Chief Secretary at which Chief Secretary, Secretary, E.&PH., D.P.I. and Mr.Davies and Mr.Banerjee of CARE were present. The representatives of CARE were of the view that Messrs Ahmed and Co will be able to handle all the commodities satisfactorily and have also been satisfactory in handling gift articles for the Regional Director of Food. [We may address the Regional Director of Food and check up whether Messrs Ahmed and Co are satisfactory and also ascertain the rates they adopt for handling stuff for the Regional Director of Food. A draft D.O. is placed below.] It was therefore decided that no further open tenders need be invited and the handling of all the commodities to be received under the CARE programme may be entrusted to Messrs.Ahmed and Co as it would also be desirable to have agents of known repute and also a single agent for all commodities. Among the quotations available, the rates quoted by Ahmed and Co. are also the lowest.

2. The period of contract may be for ten months during which period all the CARE commodities will be received. The draft agreement also allows the Government the right of extending this period by a further period upto one year.

3. The total financial implication involved in the handling of the first consignment of 4.3 million pounds of milk powder comes to Rs.16,700/- and for the entire quantity of milk powder to Rs. 24,400/- (page 29 c.f.).

4. After rectifying the defects in the original draft pointed out at page 23 c.f., the D.P.I. has submitted a revised draft at pages 33-63 c.f.

5. It is therefore proposed (i) to appoint Messrs.A.M.Ahmed and Co., Madras as the handling agents for all the commodities to be received under the CARE offer without inviting open tenders in view of the considerations stated in paragraph 1 above on the rates specified in the table at page 25 c.f. (ii) to conclude with them an agreement in the form given at pages 33--63 c.f. for a period of 10 months in the first instance reserving the right to Government of extending this period by a further period of one year on the same terms and conditions as mentioned in the agreement.

6. Law and Finance may see for remarks and kindly treat this as"most immediate". Orders in circulation including C.M. will be taken.

Sd/- 26/7

Sd/- 27/7/61 Law / Fin (out of D.O. to LOF)

Fair copy placed below. Sd/- 27/7

[Issued as D.O. 69684 E1/61-2 Edn. of 27-7-61]

p65 cf

EP4 no 69684 E1/61-3 Edn 27-7-61

ASSISTANT SECRETARY 14795 27 JUL 1961 LAW DEPARTMENT, MADRAS

LAW DEPARTMENT.

The expression 'book them as smalls' occurring in clause IV (x) on page 41 of the agreement is vague. If the intention is to refer to small parcels, or packages then the same may be made clear.

2. The agreement in this case is between the Government and the contractors. The expression "the political or administrative act

of any recognised or ~~ex~~ defect Government" occurring in clause (X of the agreement at page 55 c.f. may therefore be omitted.

3. Officers of the rank of District Judges are generally appointed as arbitrators. E. & P.H. may consider whether a provision to the above effect may not be made in clause XVIII at pages 61--63 c.f. of the agreement.

4. It is presumed that the Director of Public Instruction is authorised under Article 299(1) of the Constitution of India to enter into contracts (of this nature) on behalf of the Governor.

5. Subject to the above remarks, the alterations indicated in red ink on the draft agreement may be made.

29.7.61.

29/7/61

~~D.S. II~~

E & P.H.

Seen, Thanks.
May be circulated thro' Fin Secy.

31.7.61

DS eph
Dr. Gurhan

If any need arises a Dt. Judge can be appointed under the agreement

The presumption seems to be correct

Law no. 14795/61-1
29.7.61.

[Copy of xx may be sent to me for further examn.]

85784(A)
31.7.61

Fin no
No. 85784(A) BG/61
dt 2.8.

E.&.P.H.(E6).

NOTE FOR CIRCULATION.

(The notes from p.1 ante may be perused).

The case deals with the appointment of clearing agents for the CARE Commodities to be received at the Madras harbour. The D.P.I. addressed ~~the~~ 16 reputed clearing agents furnished by the Chief Accounts Officer of the Customs, Madras and received replies from three of them by the due date. The rates quoted by M/S A.M. Ahmed & Co.,Madras, one of the three Agents, are the lowest. M/S Ahmed & Co. are the Clearing Agents for CARE in Madras and the Regional Director of Food, Sothern Region, Madras, for ~~the~~ gift articles. The Representative of the CARE are also of the view that M/S Ahmed & Co. will be able to handle all the Commodities satisfactorily. It is therefore proposed to appoint M/s Ahmed & Co. as Clearing Agents for all Commodities to be received under the CARE programme without inviting any further open tenders.

p1cf p3cf p2ante

2. The D.P.I. will be ~~empowered~~ authorised to execute an agreement with M/s Ahmed & Co. in respect of these Commodities. The rates of remuneration are embodied in the Agreement. The period of contract will be 10 months in the first instance ~~assuring~~ reserving the right to Govt. of extending it upto a further period of one year on the same terms and conditions. The draft agreement has been scrutinised by Law.

P.T.O.......

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3. The total financial implication involved in the handling of the first consignments of 4.3 million poounds of milk powder will be about Rs 16,700/-.

4. A draft order is submitted for approval. The draft is self-explanatory. The case may be circulated to M(R) and M(I) for approval.
C.M. may see after issue of the draft.

Note by PS(E)

The Regional Director of Food has replied to the letter addressed to him (placed below). He has stated that the work of the contractor Messrs. A.M. Ahmed and Co., Madras has been found to be generally satisfactory throughout the period of their contract with the R.D.F. from 6-6-1958 onwards. He has however stated that the rates at which Messrs. A.M. Ahmed and Co., are handling gift parcels for the R.D.F. are related to services which are not exactly in conformity with the services indicated in the statement attached to our D.O. He has also stated that these rates were obtained prior to June, 1959.

2. Mr. S.K. Banerjee of CARE and a representative of Messrs. A.M. Ahmed and Co. met me this morning. They informed me that the rates at which the Company is working for the R.D.F. are generally higher than the rates they have quoted for us. With their assistance, I have tabulated below the corresponding rates after reducing them to the kind of service rendered.

Services		Rates per package each package weighing		
		Upto 60 labs	Above 60 lbs upto 110 lbs.	Above 110 lbs.
		Rs.Np.	Rs. Np.	Rs. Np.
1. Loading into wagons or trucks in Harbour/ Salt Cotaurs/Egmore or from the city godowns.	Our rates	0.02	0.03	0.05
	RDF rates	0.02	0.05	0.10
2. Unloading goods in Harbour godowns or city godowns/Salt Cotaurs/Egmore.	our rates	0.02	0.03	0.05
	RDF rates	0.02	0.05	0.10
3. Transporting to Egmore or Salt Cotaurs	our rates	0.20	0.32	0.38
	RDF rates	0.19	0.57	1.00
4. Transporting to city godowns within a limit of 5 miles from harbour	our rates	0.15	0.27	0.37
	RDF rates	does not arise	does not arise	does not arise
5. Transporting to harbour godown	our rates	0.12	0.20	0.23
	RDF rates	0.10	0.25	0.50
6. Stacking the goods in harbour godown or city godown	our rates	0.02	0.04	0.04
	RDF rates	does not arise	does not arise	does not arise

3. It will be seen that the rates quoted for the R.D.F. are generally higher and especially so for larger packages. They are lower only in the case of transporting packages up to 60 lbs. to Egmore or Salt Cotaurs (1 n.p. less under item 3) and in transporting to Harbour godown (2 n.p.less under item 5). The representative of Messrs.Ahmed and Co. told me that we should either choose the R.D.F.rates or the rates quoted to us wholesale and variations in respect of individual items would not be possible.

4. In view of this, we may confidently approve Messrs.A.M.Ahmed and Co., as the handling agents and issue the order placed below. Today intimation has been received that the

42/5.8.61 7523/A.

ship is due here around 8-8-1961. After the receipt of the order, the D.P.I. has to endorse the documents in favour of the Company and also conclude the agreement with them. The order may, therefore, be issued today after circulation to M(R). C.M.(due to return from tour on 9-8-61) and Finance Secy. may see after issue.

S. Julian 2.8.61

C. Srinivasan 2.8.

Issued as G.O. 1895 Edn 9.8.61

M. A. Manickavelu M(R) 2.8.61.

Finance Secy. (ai)

C M (ai)

K Lamm 20.8.61

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Sub: CARE - Midday meal Scheme - Appointment of Clearing agent - Agreement - Extension of

p/CF From DPI Lr. no. 197 (61)/62 d 19.7.62

p/CF The DPI has reported that the agreement entered into with M/s A.M. Ahmed and Co, Madras for clearing the Commodities received under the CARE School Meals Programme has already expired and that he may be permitted to enter into a fresh agreement with the said firm for a further period of Six months on the original terms and conditions.

(S)/75 CF 2. In G.O. (Ms) no 1895 Edn dated 2.8.61 the Govt. authorised the DPI to appoint M/s Ahmed and Company as the clearing agent and to enter into an agreement with them. According to the original ~~agreement~~ decision the agreement was to be in force for a

(S)/p 5 rf - para 2 + period of ten months in the first instance and the Govt. will have the right to extend

(S)/p 33 - para II the agreement for a total period not exceeding one year. As the original period of 10 months has already expired, the proposal of the DPI for extending the period by six months will ~~may~~ have to be agreed to.

3. It may be mentioned in this connection that the question of entrusting

105

transport of CARE Commodities from the Harbour to the Districts to the Regional Director of Food, Southern Region, Madras is separately under consideration. The DPI has reported that the matter has been taken up with the Regional Director and that a report will be sent to Govt. as soon as a reply is received from the Reg. Director. But as it will take sometime before a final decision is arrived at, as the ships carrying CARE commodities are due shortly, the DPI may be permitted to enter into an agreement with the firm for a further period of six months from the date expiry of the previous agreement.

p. 51 cf. in LF(?)

4. Subject to approval a draft memo.x is submitted.

NS
24.7.62

J 24/7

x Does not seem to send the case to Finance or consult the case in view of orders already issued on 22/1/58(?)

CN(?)
24/7/62

11

E & F.N
Esml

Sub: Edn. CARE Midday Meals Scheme: Clearing of Commodities - Agreement with M/s Ahmed & Co. - Renewal.

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p/1 cf. From D.P.I. Lr Rno. 314 SM(6)/62 d 17.11.62

(S)/75 cf. In G.O.(MS) no 1895 Edn dated 2.8.61, the Govt. authorised the DPI to appoint M/s Ahmed & Co as clearing agents for the Commodities received under the CARE Midday Meals programme and permitted him to enter into an agreement with the Company. The original agreement was for a period of ten months.

(S)/87 cf. In Memo no. 76615 E/62 - 1 Edn dated 25.7.62, the DPI was permitted to enter into a fresh agreement for a further period of six months on the original terms and conditions.

p/1 cf He has now reported that the agreement will expire by 4.12.62 and that as further shipments of Corn Meal and Milk Powder are expected to arrive during 1962-63 he may be permitted to enter into a fresh agreement for a

further period of one year.

2. The question of entrusting the clearance and transport of CARE Commodities to the Regional Director of Food (Southern Region) was examined. The Regional Director has expressed his inability to take up the work. The Ministry of Edn is ~~[illegible]~~ taking up the matter with the Ministry of F&A. But it may take time before a final decision is conveyed by the G.O.I. It is therefore for orders whether the D.P.I may be permitted to enter into an agreement with the firm for a further period of six months. (Also according to the original terms and conditions the Govt. have the right of extending the agreement for a total period not exceeding one year). In case the Ministry of F&A undertakes to take up the work thro' the Regional Director, before the expiry of six months, the Govt can terminate the contract with M/s Ahmed & Co after giving 30 days notice.

3. Subject to approval ~~the~~ draft memo is submitted.

[illegible]
22.11.[illegible]

The question of entrustment of the transport arrangements to the RDF was taken up in the context of the similar arrangement in A.P. by which the Govt. of India would meet the cost of transport of CARE articles. Since then the Govt. of India have decided on a centrally sponsored scheme of mid-day meals under which 1/3rd of the net cost to the State Govt would be given by Govt of India as assistance. No other assistance for transport of CARE commodities etc. would be given. Therefore, there is not likely to be any gain to Govt. even if the Ministry of F & A is prepared to ask the RDF to make the arrangements, which is unlikely. We may accept the DPI's suggestion for extension of contract for a one-year period.

M

Sd/- 23/11

Fin

E & P Hrs no. 124747 - Esml/62-1 Em
Fin unoff 134467/EA/62 5-12-62
23. 11. 62

Finance (EA)

The notes of E & P.H. on pp 1-3 above may be perused.

Fin may agree to the proposal at 'M' above.

[illegible] 4-12-62

DS | JS | EPH

[illegible] 5-12-62 [illegible] 6/12

DS | JS

Thro PED 2939 [illegible] 4-12-62

ER 3/12/62

DEPUTY SECRETARY TO GOVERNMENT
EA 28 NOV 1962
174 134467
FINANCE DEPARTMENT

[illegible] SECRETARY TO GOVERNMENT
6 - DEC 1962
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131796

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EVPH
ESW

Finance Dept. have agreed to the proposal at M on p 3 ante. The draft memo. below is submitted for approval.

[illegible]
[illegible].12.62

[illegible] 7/11/62

850
RH
[illegible] 8/13/11

[illegible] No. [illegible]
20.11.[illegible]